

Dokken Engineering

Environmental Update and Design Services

AGREEMENT FOR SERVICES #7668

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Dokken Engineering, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 110 Blue Ravine Road, Suite 200, Folsom, California 95630 (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, COUNTY has determined that it is necessary to obtain a CONSULTANT to assist its Department of Transportation with providing environmental update and design services for the United States Highway 50 (US 50) Ponderosa Road Interchange Improvement Project;

WHEREAS, CONSULTANT has represented to COUNTY that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and COUNTY relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services conform with all applicable federal, state, and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code Section 1775;

WHEREAS, COUNTY has determined that the provision of such services provided by CONSULTANT are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in COUNTY classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;

WHEREAS, on January 30, 2023, CONSULTANT was formally awarded competitive Request for Proposals (RFP) 23-925-027 for environmental update and design services for the US 50 Ponderosa Road Interchange Improvement Project;

NOW, THEREFORE, COUNTY and CONSULTANT mutually agree as follows:

ARTICLE I

Scope of Work: CONSULTANT is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part

hereof, and those services and tasks that reasonably necessary for the completion of the work identified in the Scope of Work.

CONSULTANT shall furnish, at CONSULTANT's own cost and expense, all personnel, subconsultants, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. CONSULTANT shall complete those services and tasks in accordance with Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof.

This scope of work will be implemented in three (3) phases for which the COUNTY will issue separate official notices to proceed for each phase. The scope of work also includes optional tasks for traffic operations and a drainage report for which an additional official notice to proceed will be issued if the services are required. No payment will be made for any work performed prior to the effective date of each notice to proceed.

CONSULTANT's responsibilities for compliance with DBE requirements are described in ARTICLE XLVIII, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XLIX, Disadvantaged Business Enterprises (DBE) Participation, herein.

If a submittal deliverable is required to be an electronic file, CONSULTANT shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (.PDF). Electronic Auto computer-aided design (CAD) 2010 or AutoCAD Civil 3D 2010 format shall be used for submittal of plans or other similar documents as specified by COUNTY's Contract Administrator. All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to COUNTY's computer and that are acceptable to COUNTY's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by COUNTY's Contract Administrator. CONSULTANT shall submit all deliverables to COUNTY's Contract Administrator in accordance with completion time schedules pursuant to this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE VI, Termination, herein.

CONSULTANT shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. CONSULTANT is responsible for ensuring that its employees perform the services and tasks required under this Agreement accordingly.

All of the services included in this Article and Exhibit A are the responsibility of CONSULTANT, unless specifically described as a task or item of work to be provided by COUNTY. CONSULTANT shall be responsible for the supervision, administration and work performed by any subconsultant for services rendered under this Agreement.

ARTICLE II

Compensation for Services: For services provided herein, including all of the forms and reports required under the DBE provisions of this Agreement; and including the progress reports required by ARTICLE III, Progress Reports, below, COUNTY agrees to

pay CONSULTANT in arrears. Payment shall be made within forty-five (45) days following COUNTY's receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

Subconsultants' services, outside services, and other direct costs including special reproductions, delivery charges, filing fees, permit fees, and other outside services authorized herein, shall be invoiced at CONSULTANT's cost, without markup, for the services rendered. Rates and fees included in such direct costs will require prior authorization from COUNTY's Contract Administrator or successor. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate CONSULTANT's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for CONSULTANT and subconsultants, if applicable, shall not exceed the lesser of (1) the rates to be paid to COUNTY employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Personnel Administration (DPA) rules. References to the DPA rates and CONSULTANT's responsibilities for cost differences and any overpayments are more fully described in ARTICLE VII, Cost Principles and Administrative Requirements, herein. Mileage reimbursement rates apply to CONSULTANT and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for CONSULTANT or for any subconsultant. Any reimbursements for mileage expenses will only be made if such expenses are included in Exhibit C. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by CONSULTANT or by any authorized subconsultants. The total amount payable by COUNTY shall not exceed the amount agreed to in this Agreement, unless COUNTY's Contract Administrator and CONSULTANT amend this Agreement in writing and prior to the performance of the work.

In accordance with ARTICLE XII, State Prevailing Wage Rates, CONSULTANT shall provide COUNTY's Contract Administrator with certified payroll for applicable personnel for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the applicable project. No invoice shall be paid until the certified payroll is submitted. CONSULTANT shall keep payroll records in accordance with California Labor Code Section 1776.

ARTICLE III

Progress Reports: CONSULTANT shall submit written progress reports to COUNTY's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, CONSULTANT shall submit progress reports once per month. CONSULTANT shall prepare the reports in a sufficiently detailed manner for COUNTY's Contract Administrator to determine if CONSULTANT is performing to expectations and is on schedule to provide the services and deliverables described in the Scope of Work, to provide communication of interim findings, and to afford occasions for airing difficulties

or special circumstances encountered so that remedies can be developed. COUNTY shall review the report to ensure that CONSULTANT's services and deliverables adhere to current COUNTY requirements applicable to the project as determined by COUNTY's Contract Administrator, and CONSULTANT shall modify its work if the COUNTY's Contract Administrator determined it is necessary to meet current COUNTY requirements applicable to the project. CONSULTANT shall include in a progress report the total number of hours worked by CONSULTANT and any authorized subconsultants; a description of the tasks and work performed, including a description of any deliverables submitted during the reporting period; and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by CONSULTANT for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE IV

Performance Period:

- A. This Agreement shall become effective from the date specified in the first official Notice to Proceed with the Work, which shall be attached to this Agreement as an addendum and shall become part of this Agreement and shall expire three (3) years thereafter.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.

ARTICLE V

Allowable Costs and Payments:

- A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by Agreement amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the Agreement time or actual costs reimbursable by COUNTY shall be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" of this Article shall not be exceeded, unless authorized by Agreement amendment.
- B. The indirect cost rate established for this Agreement is extended through the duration of this specific Agreement. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in ARTICLE I, Scope of Work, COUNTY shall have the right to delay payment or terminate this Agreement.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- G. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of ARTICLE XI, Equipment Purchase and Other Capital Expenditures. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Shanann Findley, Senior Administrative Analyst
dotengineering@edcgov.us

or to such other location as COUNTY directs.

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$3,334,603.65.
- I. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI

Termination:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If COUNTY terminates this Agreement, in whole or in part, for default:

1. COUNTY reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and CONSULTANT shall be liable to COUNTY for any excess costs for those goods or services. COUNTY may deduct from any payment due, or that may thereafter become due to CONSULTANT, the excess costs to procure from an alternate source.
2. COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.
3. COUNTY may require CONSULTANT to transfer title and deliver to COUNTY any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by CONSULTANT in this Agreement proves to have been false or misleading in any respect;
 3. CONSULTANT fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless COUNTY agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XIII, Conflict of Interest.
- B. The maximum amount for which COUNTY shall be liable if this Agreement is terminated is the total not-to-exceed amount of this Agreement.
- C. Bankruptcy: COUNTY may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.

- D. **Ceasing Performance:** COUNTY may terminate this Agreement immediately in the event CONSULTANT ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- E. **Termination or Cancellation without Cause:** COUNTY may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, COUNTY will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to CONSULTANT, and for any other services that COUNTY agrees, in writing, to be necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, CONSULTANT shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, COUNTY reserves the right to take over and complete the work by contract or by any other means.
- F. **Completion of Work:** In the event of termination of the Agreement, for default or without cause, COUNTY reserves the right to take over and complete any work, service, or task by contract or by other means.

ARTICLE VII

Cost Principles and Administrative Requirements:

- A. CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the cost allowability of individual terms of cost.
- B. CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by CONSULTANT to COUNTY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.
- E. Notwithstanding any other provision of this Agreement to the contrary, payments to CONSULTANT for travel and subsistence (per diem) and mileage expenses, if applicable, for CONSULTANT's staff or for subconsultant's claims for reimbursement shall not exceed the lesser of (1) the rates to be paid to COUNTY employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Human Resources rates. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. If the rates invoiced are in excess of these authorized rates, then CONSULTANT is responsible for the cost difference and any overpayments shall be reimbursed to COUNTY upon demand. For the purposes of this Agreement, only

mileage expenses for CONSULTANT and for subconsultants, if applicable, shall be eligible for reimbursement in accordance with ARTICLE II, Compensation for Services, above. No reimbursements for travel and subsistence (per diem) expenses for CONSULTANT or subconsultants shall be allowed.

- F. CONSULTANT and its subconsultants, if applicable shall establish and maintain accounting systems and records that properly accumulate, and segregate funds received under this Agreement by line item. The accounting systems of CONSULTANT and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

ARTICLE VIII

Retention of Records/Audit: For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, subconsultants, and COUNTY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. COUNTY, California Department of Transportation (Caltrans) Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX

Audit Review Procedures:

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by COUNTY's Agency Chief Fiscal Officer, Community Development Services Administration and Finance, Chief Administrative Office.
- B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Agency Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.
- D. CONSULTANT and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an

agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONSULTANT's responsibility to ensure federal, COUNTY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by CONSULTANT and approved by COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
 - 1. During Caltrans' review of the ICR audit work papers created by CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of COUNTY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between COUNTY and CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

The provisional ICR will apply to this Agreement and all other contracts executed between COUNTY and CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X

Subcontracting:

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by COUNTY's Contract Administrator, except that which is expressly identified in the approved Cost Proposal.
- C. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants unless otherwise noted.

- D. CONSULTANT shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator in advance of assigning work to a substitute subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than one hundred and fifty (150) percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of two (2) percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants.

The COUNTY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. No retainage will be held by the COUNTY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

- H. CONSULTANT is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONSULTANT shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY. COUNTY may, at its sole discretion, through its Contract Administrator, authorize CONSULTANT to utilize subconsultants for services performed in Exhibit A, for the particular tasks, work, and deliverables identified pursuant to this Agreement. Said written authorization and approval shall be sought and obtained by CONSULTANT prior to subconsultants' commencement of any work

under this Agreement. CONSULTANT shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to CONSULTANT by the terms of this Agreement and to assume toward CONSULTANT all of the obligations and responsibilities that CONSULTANT, by this Agreement, assumes toward COUNTY.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI

Equipment Purchase and Other Capital Expenditures:

- A. Prior authorization in writing by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, prior written authorization by COUNTY's Contract Administrator is required; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Agreement is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures, and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of that equipment. Appraisals shall be obtained from an appraiser mutually agreeable to COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII

State Prevailing Wage Rates:

- A. No CONSULTANT or subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any

subconsultant shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.
4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The Agreement executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.
 - c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the

specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime Agreement or the subcontract exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII

Conflict Of Interest:

- A. During the term of this Agreement, CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project that will follow. CONSULTANT has acknowledged this interest of CONSULTANT and CONSULTANT has duly executed Exhibit E, marked "Interest of Consultant Disclosure Statement," incorporated herein and made by reference a part hereof.
- B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.
- C. CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.
- D. CONSULTANT hereby certifies that CONSULTANT or subconsultant and any firm affiliated with CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.
- E. CONSULTANT covenants that during the term of this Agreement neither it, or any officer or employee of CONSULTANT, has or shall acquire any interest, directly or indirectly, in any of the following:
 - 1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
 - 2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
 - 3. Any officer or employee of COUNTY that are involved in this Agreement.

If CONSULTANT becomes aware of a conflict of interest related to this Agreement, CONSULTANT shall promptly notify COUNTY of the existence of that conflict, and COUNTY may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE VI, Termination.

- F. Pursuant to Government Code section 84308 (SB 1439, the Levine Act), CONSULTANT shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof,

regarding campaign contributions by CONSULTANT, if any, to any officer of COUNTY.

ARTICLE XIV

Rebates, Kickbacks, or Other Unlawful Consideration:

CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right, in its sole discretion, to terminate the Agreement without liability; to pay only for the value of the work actually performed; to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

ARTICLE XV

Prohibition of Expending COUNTY, State, or Federal Funds For Lobbying:

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No State, Federal, or COUNTY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions which form and instructions are attached hereto as Exhibit F and are incorporated herein and made by reference a part hereof.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed one hundred thousand dollars (\$100,000) and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI

Non-Discrimination Clause and Statement of Compliance:

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR§ 8103.
- B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- G. The CONSULTANT, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any

program or activity by the recipients of federal assistance or their assignees and successors in interest.

- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII

Notice of Discovery of Hazardous Waste or Unusual Conditions:

- A. CONSULTANT shall promptly, and before the following conditions are disturbed, notify COUNTY in writing, in the event CONSULTANT encounters, after excavating to a depth of greater than four (4) feet, any of the following:
 - 1. Material that CONSULTANT believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or
 - 2. Subsurface or latent physical conditions at the site differing materially from those indicated in the Agreement; or
 - 3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in this Agreement.
- B. COUNTY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or cause a decrease or increase in CONSULTANT's cost of, or time required for performance of any part of the work, an adjustment, excluding loss of anticipated profits, will be made and this Agreement will be modified by a Change Order. COUNTY will notify CONSULTANT of COUNTY's determination as to whether or not an adjustment of this Agreement is warranted.
- C. In the event a dispute arises between COUNTY and CONSULTANT as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONSULTANT's cost of, or time required for, performance of any

part of the work, CONSULTANT shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. CONSULTANT shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between CONSULTANT and COUNTY.

ARTICLE XVIII

Emissions Reduction:

CONSULTANT shall comply with emission reduction regulations mandated by the California Air Resources Board, and sign the certification of knowledge below. CONSULTANT shall require all subconsultants to comply with such regulations and provide COUNTY a Certificate of Reported Compliance for each subconsultant, as required by emissions reduction regulations mandated by the California Air Resources Board.

CERTIFICATE OF KNOWLEDGE – EMISSIONS REDUCTION REGULATIONS

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations before commencing the performance of the work and maintain compliance throughout the duration of this Contract.

Signed: _____



Date _____

9/29/2023

ARTICLE XIX

Debarment and Suspension Certification:

- A. CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XX

Taxes: CONSULTANT certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes, or fees owed by CONSULTANT to COUNTY. CONSULTANT agrees that it shall not default on any obligations to COUNTY during the term of this Agreement.

ARTICLE XXI

Standards for Work: Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with, COUNTY, Caltrans and Federal Highway Administration (FHWA) guidelines, the National Environmental Policy Act (NEPA), Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, § 4(b), September 13, 1982, all NEPA guidelines and related regulations, the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et. seq., and in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 15000 et. seq., such that the work will result in NEPA and CEQA certifiable environmental documents. Services shall further conform to all State of California statutes, regulations and procedures (including those set forth in the Caltrans Local Assistance Procedures Manual and the Local Assistance Program Guidelines) relating to federal-aid programs, all Title 23 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda.

All of CONSULTANT's services and deliverables must adhere to current COUNTY, Caltrans and federal requirements for project development and shall be made available to COUNTY and Caltrans for review and approval at the appropriate stages specified in the Agreement or upon request by COUNTY's Contract Administrator.

CONSULTANT has full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation and oversight by COUNTY, Caltrans, FHWA, or other regulatory agencies will not relieve CONSULTANT of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agencies.

ARTICLE XXII

Quality Control: CONSULTANT shall have a quality control/quality assurance (QC/QA) plan in effect during the entire time work is being performed under this Agreement. Prior to the start of any work, CONSULTANT shall provide COUNTY with its QC/QA plan and an outline of the project-specific quality control/quality procedures. CONSULTANT shall

identify quality control reviews to ensure compliance with the major deliverables within the Scope of Work for this Agreement.

ARTICLE XXIII

Licenses: CONSULTANT hereby represents and warrants that CONSULTANT and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for CONSULTANT and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. CONSULTANT and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXIV

Ownership of Data:

- A. It is mutually agreed that all materials prepared by CONSULTANT under this Agreement shall become the property of COUNTY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to COUNTY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by COUNTY.
- B. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the Agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXV

CONSULTANT's Project Manager: CONSULTANT designates John A. Klemunes, Jr. P.E., President, as its Project Manager for this Agreement. CONSULTANT's Project Manager, or COUNTY-approved designee, shall be accessible to COUNTY's Contract Administrator, or designee, during normal COUNTY working hours and shall respond within twenty-four (24) hours to COUNTY inquiries or requests. CONSULTANT's Project Manager shall be responsible for all matters related to CONSULTANT's personnel, operations, and any subconsultants authorized under this Agreement including, but not limited to, (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the Agreement; (2) reviewing, monitoring, training, and directing CONSULTANT's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work. Project Manager must be a registered engineer in the State of California.

ARTICLE XXVI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Amendments may be made to permit mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses. Appropriate extensions of time in case of unavoidable delays and for consideration of warranted adjustments in payment may also be accomplished by amendments to the Agreement. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in CONSULTANT's Project Manager or subconsultants, without prior written approval by COUNTY's Contract Administrator.

ARTICLE XXVII

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further understood that this Agreement does not create an exclusive relationship between COUNTY and CONSULTANT, and CONSULTANT may perform similar work or services for others. However, CONSULTANT shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with CONSULTANT'S responsibilities or hinder CONSULTANT'S performance of services hereunder, unless COUNTY'S Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XXVIII

Confidentiality:

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this Agreement, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the Agreement or COUNTY's actions on the same, except to COUNTY's staff,

CONSULTANT's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.

- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.
- E. All Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONSULTANT or any of its officers, employees, or subconsultants does voluntarily provide information in violation of this Contract, COUNTY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, COUNTY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.
- G. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XXIX

Independent Contractor: The parties intend that an independent consultant relationship will be created by this contract. CONSULTANT is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. CONSULTANT exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by CONSULTANT. Those persons will be entirely and exclusively under the direction, supervision, and control of CONSULTANT.

COUNTY may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but COUNTY will not control or direct the manner, means, methods, or sequence in which CONSULTANT performs the work or services for accomplishing the results. CONSULTANT understands and agrees that CONSULTANT lacks the authority to bind COUNTY or incur any obligations on behalf of COUNTY.

CONSULTANT, including any subconsultant or employees of CONSULTANT, shall not receive, nor be eligible for, any benefits COUNTY provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. CONSULTANT shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments.

COUNTY is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes CONSULTANT. CONSULTANT shall not be subject to the work schedules or vacation periods that apply to COUNTY employees.

CONSULTANT shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that CONSULTANT provides for its employees.

CONSULTANT acknowledges that it has no authority to bind the COUNTY or incur any obligations on behalf of the COUNTY with regard to any matter and shall not make any agreements or representations on the COUNTY'S behalf.

ARTICLE XXX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, COUNTY is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated, and COUNTY released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of COUNTY, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XXXI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be in duplicate and addressed as follows:

To COUNTY:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Matt Smeltzer
Deputy Director, Engineering

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as COUNTY directs.

Notices to CONSULTANT shall be addressed as follows:

Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, California 95630

Attn.: John A. Klemunes, Jr., P.E.
President

or to such other location as CONSULTANT directs.

ARTICLE XXXII

Change of Address: In the event of a change in address for CONSULTANT's principal place of business, CONSULTANT's Agent for Service of Process, or Notices to CONSULTANT, CONSULTANT shall notify COUNTY in writing as provided in ARTICLE XXXI, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by COUNTY's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXXIII

Indemnity: To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless the COUNTY and its officers, agents, employees, and representatives from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, COUNTY employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, agents, employees, volunteers, representatives, contractors, and subconsultants. This duty of CONSULTANT includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778 and is subject to any limit provided for in Civil Code Section 2782.8(a) of the cost to defend charged to CONSULTANT. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement, provided that COUNTY's failure to immediately or timely notify CONSULTANT does not limit or waive CONSULTANT's defense and indemnity.

obligations in this Article. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

The indemnity obligation owed is independent of the obligation to obtain insurance coverage sufficient to protect the COUNTY, as described in ARTICLE XXXIV.

These obligations owed the COUNTY under this provision shall survive the termination of this Agreement.

ARTICLE XXXIV

Insurance: CONSULTANT shall provide proof of a policy of insurance satisfactory to COUNTY's Risk Management Division and documentation evidencing that CONSULTANT maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONSULTANT as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. COUNTY, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by CONSULTANT in performance of the Agreement.
- D. In the event CONSULTANT is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. CONSULTANT shall furnish a certificate of insurance satisfactory to COUNTY's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to COUNTY's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. CONSULTANT agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONSULTANT agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the written approval of COUNTY's Risk Management Division, and CONSULTANT agrees that no work or services shall be performed prior to the giving of such approval. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY; and
2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

I. CONSULTANT's insurance coverage shall be primary insurance in respect to COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared to, and approved by, COUNTY. At the option of COUNTY, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to COUNTY, its officers, officials, employees, and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, officials, employees, or volunteers.

L. The insurance companies shall have no recourse against the County of El Dorado, its officers, employees, and volunteers or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

M. CONSULTANT's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

N. In the event CONSULTANT cannot provide an occurrence policy, CONSULTANT shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

O. The certificate of insurance shall meet such additional standards as may be determined by the contracting COUNTY department, either independently or in consultation with COUNTY's Risk Management Division as essential for protection of COUNTY.

P. CONSULTANT shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide COUNTY with proof of same if requested.

ARTICLE XXXV

Funding Requirements

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- D. COUNTY has the option to terminate the Agreement pursuant to ARTICLE VI, Termination, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

ARTICLE XXXVI

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- 1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
- 2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXXVII

California Residency (Form 590): All independent consultants providing services to COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. CONSULTANT will be required to submit a Form 590 prior to execution of this Agreement, or COUNTY shall withhold seven (7) percent of each payment made to CONSULTANT during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXXVIII

COUNTY Payee Data Record Form: All independent contractors or corporations providing services to COUNTY who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with COUNTY must file a County Payee Data Record Form with COUNTY.

ARTICLE XXXIX

Business License: COUNTY's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County, without possessing a COUNTY business license unless exempt under COUNTY Ordinance Code Section 5.08.070. CONSULTANT warrants and represents that it and any of its subconsultants employed under this Agreement shall comply with all of the requirements of COUNTY's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XL

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XLI

Compliance with Federal, State, and COUNTY Requirements: COUNTY is relying on federal assistance or grants, state funds, and local agency or other grant funds for all or a portion of the funding for the services to be provided herein. As a requirement of COUNTY's use of federal, state, and local agency grant funds, COUNTY is required to comply with certain contracting requirements and to extend those requirements to all third party contracts. CONSULTANT shall comply with all applicable provisions of federal, state, and local agency regulations, including those required by the Federal Highway Administration (FHWA) grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs, and management of such funds. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by various parts of the Code of Federal Regulations (C.F.R.), are incorporated by reference and made a part of this Agreement:

2 CFR Part 200, Subpart E, "Cost Principles. Special Considerations for States, Local Governments and Indian Tribes (formerly OMB Circular A-87)"

2 CFR Part 200, Subpart F, "Audit Requirements" and the most recent compliance supplement

Copies of the OMB Circulars are available on the Internet at:

<https://www.whitehouse.gov/omb/information-for-agencies/circulars>

Failure of CONSULTANT to comply with any federal, state, or local agency provision may be the basis for withholding payments for charges made by CONSULTANT and for such other remedies as may be appropriate including termination of this Agreement. CONSULTANT shall further comply with any flow-down or third-party contracting

provisions which may be required under the federal, state, or local agency regulations and which may apply to CONSULTANT's subcontracts, if any, associated with this Agreement.

ARTICLE XLII

Working Office: CONSULTANT shall establish a working office at a place acceptable to COUNTY. The parties hereto acknowledge and agree that CONSULTANT's office is located at 110 Blue Ravine Road, Suite 200, Folsom, California 95630.

ARTICLE XLIII

Covenant Against Contingent Fees: By executing this Agreement, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XLIV

Design Standards: CONSULTANT shall perform all services under this Agreement and as described in Exhibit A, in conformance with applicable federal, state, and local design standards or other standards for work performance stipulated in ARTICLE XXI, Standards for Work.

ARTICLE XLV

Documentation: CONSULTANT shall document the results of its work to the satisfaction of COUNTY and if applicable, the State of California, and the FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the Agreement objectives.

ARTICLE XLVI

Copyrights: COUNTY may permit copyrighting reports or other Agreement products. If copyrights are permitted, COUNTY, FHWA, and State of California shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for State or Federal Government purposes:

- a. The copyright in any work developed under this Agreement; and
- b. Any rights of copyright to which CONSULTANT purchases ownership with grant support.

ARTICLE XLVII

CONSULTANT's Endorsement on PS&E/Other Data: If applicable, the responsible CONSULTANT/Engineer shall sign all plans, specifications, estimates (PS&E), and all engineering data furnished by it and, where appropriate, indicate its registration number.

ARTICLE XLVIII

Disadvantaged Business Enterprise (DBE) Considerations: CONSULTANT must give consideration to DBE firms as specified in 23 C.F.R. § 172.5(b) and in Appendix A to 49 C.F.R. Part 26. CONSULTANT shall ensure that certified DBE firms have the opportunity to participate in the performance of this Agreement and CONSULTANT shall take all necessary and reasonable steps for such assurance.

DBE requirements will be discussed at a meeting or telephone conference held to determine the specific services required in the Agreement. COUNTY's Contract Administrator will provide CONSULTANT with the necessary DBE forms and information for use and/or submittal with CONSULTANT's invoices.

ARTICLE XLIX

Disadvantaged Business Enterprise (DBE) Participation:

- A. CONSULTANT, COUNTY, or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, COUNTY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- One hundred percent (100%) counts if the materials or supplies are obtained from a DBE manufacturer.
- Sixty percent (60%) counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance

Programs". CONSULTANTS who enter into a federally-funded agreement will assist the COUNTY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this Agreement is eleven percent (11%). Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1) or in the Consultant Contract DBE Commitment (Exhibit 10-O2). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidating damages; and/or
- 4) Disqualifying CONSULTANT from future proposing as non-responsible.

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains COUNTY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without the authorization from COUNTY. Unless COUNTY's consent is provided, CONSULTANT shall not be entitled to any payment for work or material used unless it is performed or supplied by listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the Agreement, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from COUNTY:

- 1) Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- 2) COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
- 3) Work requires a CONSULTANT's license and listed DBE does not have a valid license under Contractors License Law.
- 4) Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
- 5) Listed DBE's work is unsatisfactory and not in compliance with the contract.
- 6) Listed DBE is ineligible to work on the project because of suspension or debarment.
- 7) Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
- 8) Listed DBE voluntarily withdraws with written notice from the contract.
- 9) Listed DBE is ineligible to receive credit for the type of work required.
- 10) Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.
- 11) COUNTY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

- 1) Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to COUNTY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and COUNTY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
- 2) If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
- 3) Submit CONSULTANT's DBE termination request by written letter to the COUNTY and include:

- One or more above listed justifiable reasons along with supporting documentation.
- CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice.
- The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

COUNTY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving COUNTY's written authorization of DBE termination request, CONSULTANT must obtain COUNTY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to COUNTY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: CONSULTANT Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of COUNTY's authorization to terminate the DBE. CONSULTANT may request COUNTY's approval to extend this submittal period to a total of fourteen (14) days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified

- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as COUNTY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE

COUNTY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

COUNTY shall request CONSULTANT to:

- 1) Notify COUNTY's contract administrator or designated representative of any changes to its anticipated DBE participation
- 2) Provide this notification before starting the affected work
- 3) Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of their work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to COUNTY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to COUNTY within thirty (30) days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within ninety (90) days of contract acceptance. The COUNTY will withhold \$10,000 until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

If COUNTY reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

G. Commercially Useful Function (CUF)

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to COUNTY at least fifteen (15) days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within ten (10) days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must

submit to COUNTY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify COUNTY immediately if they believe the DBE may not be performing a CUF.

COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of a Contract. COUNTY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, COUNTY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If COUNTY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of COUNTY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or COUNTY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. COUNTY may deny payment for the noncompliant portion of the work. COUNTY will ask the CONSULTANT to submit a corrective action plan (CAP) to the COUNTY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. COUNTY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of COUNTY's approval. COUNTY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANTS shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime CONSULTANT must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to COUNTY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

ARTICLE L

Compliance with Disability Acts: CONSULTANT shall comply with: (a) Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (b) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (c) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

ARTICLE LI

Disputes:

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and the Department of Transportation Director, or designee, which may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee, will excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.
- D. CONSULTANT's failure to follow this dispute resolution procedure shall constitute a waiver of any and all claims arising out of or related to the dispute and a bar to any further proceedings or legal or equitable remedy.

ARTICLE LII

Inspection of Work: CONSULTANT and any subconsultant shall permit COUNTY, the State, and the FHWA if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

ARTICLE LIII

Safety:

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY's Safety Officer and other COUNTY representatives. CONSULTANT's personnel and any subconsultants authorized herein shall wear hard hats and safety vests at all times while working on construction project sites.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that there are areas that may be within the limits of certain projects that are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any

practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE LIV

Claims Filed by COUNTY'S Construction Contractors:

- A. If claims are filed by COUNTY's construction contractors relating to work performed by CONSULTANT's personnel or subconsultants, and additional information or assistance from CONSULTANT's personnel or subconsultants is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel and/or subconsultants available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel and subconsultants that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Any consultation or testimony that may be required by COUNTY will be reimbursed at the same rates that are being paid for CONSULTANT's personnel services under Exhibit B hereto, unless the construction contractor claims are covered in whole or in part by ARTICLE XXXIII, Indemnity, in which case no compensation will be paid.
- C. Services of CONSULTANT's personnel or subconsultants in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

ARTICLE LV

National Labor Relations Board Certification: In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE LVI

Evaluation of CONSULTANT: CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE LVII

Title VI Assurances:

APPENDICES A - E of the TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a CONSULTANT to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the CONSULTANT must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by COUNTY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]

APPENDIX A

During the performance of this Agreement, the consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another

who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate and shall set forth what efforts CONSULTANT has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A of Appendix B, attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the abovementioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national

origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE LVIII

Contracting with Small and Minority Firms and Women's Business Enterprises: It is a national policy to award a fair share of contracts to small and minority business firms and women's business enterprises. COUNTY is strongly committed to the objectives of this policy and encourages all CONSULTANTS to take affirmative steps to ensure such fairness.

1. CONSULTANT shall take all necessary affirmative steps to assure that minority firms and women's business enterprises are used when possible.
2. Affirmative steps shall include:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises;
 - (e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as appropriate; and
 - (f) Requiring the prime CONSULTANT, if subcontracts are to be let, to take the affirmative steps listed in 2 (a) through (e) above.

ARTICLE LIX

Environmental Compliance: CONSULTANT shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738; Environmental Protection Agency regulations (2 C.F.R. Subtitle B, Chapter XV, Part 1532 (§ 1532.10 et seq.)); and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE LX

Iran Contracting Act Certification: As required by California Public Contract Code Section 2204, for Agreements that are over \$1,000,000, CONSULTANT certifies its status regarding the Iran Contracting Act of 2010 and has duly executed Exhibit G, marked "Iran Contracting Act Verification Form," incorporated herein and made by reference a part hereof.

ARTICLE LXI

Contract Administrator: The COUNTY Officer or employee with responsibility for administering this Agreement is Matt Smeltzer, Deputy Director, Engineering, Department of Transportation, or successor.

ARTICLE LXII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE LXIII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE LXIV

Partial Invalidity: If any provision, part of a provision, sentence, or word of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, parts, sentences, or words will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE LXV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE LXVI

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE LXVII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE LXVIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: Wendy Thomas

Dated: 10-24-23

Board of Supervisors
"COUNTY"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Thye Thye
Deputy Clerk

Dated: 10-24-23

--DOKKEN ENGINEERING--

By: John A. Klemunes, Jr., P.E.
President
"CONSULTANT"

Dated: 9/29/2023

By: Cathy Chan
Corporate Secretary

Dated: 9/29/2023

Dokken Engineering

Exhibit A

Scope of Work

This scope of work will be implemented in three (3) phases for which the COUNTY will issue separate notices to proceed for each phase. The first phase will be for National Environmental Policy Act (NEPA) clearance and thirty percent (30%) Design (partial Tasks 1 thru 3). The second phase will be for sixty-five percent (65%) Design (partial Tasks 1 thru 3). The third phase will be for one hundred percent (100%) Design (partial Tasks 1 thru 2). COUNTY's Contract Administrator (CA) will issue an initial Notice to Proceed (NTP) for the first phase, including partial Tasks 1 through 3. Phases two (2) and three (3) shall not commence until COUNTY's CA issues a separate NTP for each phase. COUNTY's CA will issue an additional NTP if the Optional Tasks are required for the traffic operations and drainage report.

SCHEDULE AND DELIVERABLES

Unless otherwise indicated below, and notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT shall submit all deliverables in accordance with ARTICLE I, Scope of Work and as described in the Tasks, herein.

CONSULTANT shall submit draft documents and reports to COUNTY's Project Manager (PM) for review and comment. CONSULTANT shall incorporate PM comments into final documents or reports subject to agreement by CONSULTANT and PM.

CONSULTANT shall submit all deliverables in the format specified by COUNTY's CA, or in the format specified in the individual Tasks below.

Draft deliverables shall be submitted in electronic Microsoft Word format to the PM unless otherwise stated. Final deliverables shall be submitted in .PDF format to the PM unless otherwise stated. The budgeted cost includes up to two (2) rounds of review by COUNTY for all deliverables unless otherwise mentioned.

Due to the fact that the timing of deliverables for a complex project such as this is dependent upon multiple variables from multiple agencies, completion times are approximate. However, in the event of unforeseen delays, significant adjustments to the completion times specified may only be made upon written approval of the COUNTY's CA.

Meetings shall be either in person, over the phone, via Zoom, or Teams or in any other format as determined by COUNTY's CA.

The Scope of Work outlines key tasks and subtasks that are critical to the development of the project.

PHASE I - NEPA CLEARANCE AND THIRTY PERCENT (30%) DESIGN

TASK 1: PROJECT MANAGEMENT SERVICES (WORK BREAKDOWN STRUCTURE [WBS]: PLANNING)

Task 1.1 Meetings and Coordination

CONSULTANT shall organize, attend, and facilitate meetings, as necessary, to provide progress updates, coordinate among technical disciplines, and facilitate overall project communication. For each meeting, CONSULTANT shall provide meeting notice, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. CONSULTANT shall consult with the COUNTY's PM prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project:

- **Kick-Off Meeting:** Upon receiving NTP, CONSULTANT shall organize a kick-off meeting with all key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's role(s) and responsibilities, identify critical project issues, and obtain consensus on task durations, particularly reviews. The kick-off meeting will ensure that everyone on the project team is on the same page regarding project delivery and execution.
- **Project Development Team (PDT) Meetings:** The PDT meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include CONSULTANT's Project Manager, CONSULTANT task leads as needed, COUNTY and California Department of Transportation (Caltrans) staff and other stakeholders as necessary. Throughout the anticipated duration of the project design phase, CONSULTANT shall attend and facilitate up to twelve (12) PDT meetings.
- **Technical Coordination Meetings:** CONSULTANT shall coordinate technical issues with the COUNTY, Caltrans, and others through meetings and correspondence. CONSULTANT shall prepare for and facilitate up to six (6) technical coordination meetings, as needed.
- **COUNTY Board of Supervisors Meeting:** CONSULTANT shall attend one (1) Board of Supervisor meetings to make presentations and/or answer project related questions. CONSULTANT shall attend one (1) District IV Supervisor member meeting, as needed.

Deliverables: Meeting Notices, Meeting Materials and Agendas, Exhibits, and Minutes

Duration:

- Kickoff meeting shall be completed within two (2) weeks of NTP Phase 1 issuance.
- Kickoff meeting agenda to be distributed no less than one (1) working day prior to the meeting.
- Meeting minutes shall be distributed within five (5) working days following the meeting.

Task 1.2 Progress Reports

CONSULTANT shall prepare monthly progress reports to record the progress of the project and provide supporting data for invoices presented monthly to the COUNTY. The progress report will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions, and schedule completion target dates. CONSULTANT will include progress reports with the monthly invoices.

Deliverables: Monthly Progress Report

Duration:

- Monthly Progress Reports will be submitted monthly for COUNTY review.

Task 1.3 Project Schedule

CONSULTANT shall, within two (2) weeks of NTP, provide a detailed project baseline schedule to the COUNTY for review and comment. The schedule will be prepared using MS Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. After establishing the baseline schedule, CONSULTANT shall update the schedule monthly, to coincide with the PDT meetings.

Deliverable: Project Schedule

Duration:

- The Project Schedule (i.e. baseline schedule) will be submitted for COUNTY review within two (2) weeks of receiving NTP for Phase I work items.
- Updates or revisions to the Project Schedule will be submitted monthly to coincide with PDT meetings.

Task 1.4 Project Administration

CONSULTANT shall monitor and control the effort and progress of the proposed services as follows:

- Set up project accounting system: CONSULTANT shall structure the accounting system in accordance with the COUNTY's invoicing and tracking needs.
- Prepare subconsultant agreements: CONSULTANT shall execute contracts with the proposed subconsultants for the scope of services described herein.
- Monitor subconsultant progress and review/approve invoices: CONSULTANT shall track the work progress of the proposed subconsultants and review their invoices for format and content compliance.

Task 1.5 Quality Control/Quality Management Plan (QMP)

CONSULTANT shall have a quality control plan in effect during the entire course of the project and will develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans will also be checked, corrected, and backchecked for accuracy and completeness. CONSULTANT shall review subconsultant environmental and engineering report submittals to ensure that appropriate background information, study methodology, interpretation of data, format, and content are completed in accordance with current standards.

Deliverable: Quality Control Plan

Duration:

- The initial Quality Control Plan/QMP will be submitted to COUNTY personnel within one (1) month of receiving NTP for Phase I work items.
- In the event that changes, revisions, and/or updates are needed to the QMP they will be submitted to COUNTY within one (1) month of identifying the change(s).

TASK 2: ENVIRONMENTAL DOCUMENT UPDATE

Environmental Technical Studies

The following technical studies will need to be updated in support of the California Environmental Quality Act (CEQA) Initial Study (IS)/Mitigated Negative Declaration (MND) Addendum and NEPA Environmental Assessment (EA).

Task 2.1 NEPA Scoping Meeting

Upon direction from COUNTY CA, CONSULTANT shall schedule a meeting with Caltrans District 3 oversight staff and the COUNTY to discuss the scope of technical documentation required in support of the Draft NEPA EA and to ensure everyone concurrences with the approach. Although no new significant impacts are anticipated, an evaluation of these resources and potential impacts is warranted.

Deliverable: NEPA Scoping Meeting Agenda and Materials

Duration:

- **NEPA Scoping meeting agenda to be distributed no less than one (1) working day prior to the meeting.**
- **Meeting minutes shall be distributed within five (5) working days following the meeting.**

Task 2.2 Community Impact Assessment Addendum

CONSULTANT shall prepare an addendum to the Community Impact Assessment (CIA) to update the original technical study from September 2009. This addendum will focus on any changes in the existing conditions, identify and update new and/or planned development in the vicinity of the project, and provide a comprehensive update from Census 2010 to Census 2020 data. Any changes in relevant general plan policies and goals will also be identified and discussed in the addendum.

Deliverable: Community Impact Assessment Addendum

Duration:

- **The CIA addendum will be submitted for COUNTY review within one (1) month of receiving NTP for the first phase of work.**
- **In the event that the revisions are needed to the CIA addendum associated with COUNTY and/or Caltrans comments, it will be updated and resubmitted within two (2) weeks of receiving them.**

Task 2.3 Hazardous Waste Initial Site Assessment Addendum

CONSULTANT shall obtain an updated hazardous waste records search from the Environmental Data Resources database to identify any changes in hazardous wastes within the project area since the last records search conducted in 2015. CONSULTANT shall summarize the results in an addendum to update the original 2009 Hazardous Waste Initial Site Assessment and the 2015 record search update. If any new hazards are identified, they will be discussed in the updated addendum and appropriate remediation will be recommended.

Deliverable: Hazardous Waste Initial Site Assessment Addendum

Duration:

- **The Hazardous Waste Initial Site Assessment Addendum will be submitted for COUNTY review within two (2) months of receiving the Environmental Data Resources results. The Environmental Data Resources record search will be ordered within one (1) week of receiving NTP for the first phase of work.**
- **In the event that the revisions are needed to the Hazardous Waste Initial Site Assessment Addendum associated with COUNTY and/or Caltrans**

comments, it will be updated and resubmitted within two (2) weeks of receiving them.

Task 2.4 Biological Resources Evaluations

Task 2.4.1 Natural Environment Study Addendum

CONSULTANT shall perform a comprehensive biological survey of the project area to identify any changes in the biological environment since approval of the previous 2015 Natural Environment Study Amendment. This survey will include a specific focus on special status plants, such as the federal and state threatened Layne's butterweed that was previously identified. Rare plant surveys for Layne's butterweed will be conducted during the appropriate blooming season to ensure that accurate data is collected. Three (3) focused surveys will be completed to ensure compliance with the California Department of Fish and Wildlife (CDFW) survey protocols. Prior to performing the field surveys, CONSULTANT shall obtain an updated special status species list from the California Natural Diversity Database and from the United States Fish and Wildlife Service (USFWS). These records will identify any new occurrences of special status species in the project area since 2015. CONSULTANT shall summarize the results of the database search and field surveys into an addendum to the Natural Environment Study to update the original technical report from December 2008 and the July 2015 Addendum. If any new impacts to biological resources are identified that were not addressed in the 2008 Natural Environment Study or 2015 Addendum, additional avoidance, minimization, and/or mitigation measures may be required.

Deliverable: Natural Environment Study Addendum

Duration:

- The Natural Environment Study Addendum will be submitted for COUNTY review within one (1) month of receiving NTP for the first phase of work.
- In the event that the revisions are needed to the Natural Environment Study Addendum associated with COUNTY and/or Caltrans comments, it will be updated and resubmitted within two (2) weeks of receiving them.

Task 2.4.2 Section 7 Consultation/Biological Opinion Update

In 2010, the USFWS issued a Biological Opinion for the project for impacts to the federally threatened Layne's butterweed (*Packera layneae*) that would occur as a result of the project. If impacts to Layne's butterweed or another federally listed species are discovered that vary from those accounted for in the 2010 Biological Opinion, CONSULTANT shall coordinate with Caltrans to reinstate Section 7 consultation with the USFWS.

Deliverable: Biological Opinion Update

Duration:

- The Biological Opinion Update will be submitted for COUNTY review within one (1) month of receiving Caltrans approval of the Natural Environment Study Addendum (Task 2.4.1).
- In the event that the revisions are needed to the Biological Opinion Update associated with COUNTY and/or Caltrans comments, it will be updated and resubmitted within two (2) weeks of receiving them.

Task 2.5 Supplemental Historic Property Survey Report

CONSULTANT shall prepare a Supplemental Historic Property Survey Report (HPSR) to update the cultural resources evaluation prepared for this project in December of 2008 and the

Supplemental HPSR prepared in 2016. The Supplemental HPSR will include an updated record search from the California Historic Record Information System as well as updated Native American Consultation for both Section 106 and AB 52 compliance (CEQA). No changes to the Area of Potential Effects have been identified so additional archaeological surveys are not necessary. Although no new cultural resources are expected to be identified, if the record search or Native American consultation does identify new concerns, a more substantial update to the cultural resources record may be necessary and is not included in this scope of work.

Deliverable: Supplemental Historic Property Survey Report

Duration:

- The Supplemental Historic Property Survey Report will be submitted for COUNTY review within one (1) month of receiving the updated cultural resources record search results. The cultural resources record search will be ordered within one (1) week of receiving NTP for the first phase of work.
- In the event that the revisions are needed to the Supplemental Historic Property Survey Report associated with COUNTY and/or Caltrans comments, it will be updated and resubmitted within two (2) weeks of receiving them.

Task 2.6 Air Quality Technical Report Addendum

CONSULTANT shall update the Air Quality Technical Report (prepared in 2009 and updated in 2011) with updated air quality models. CONSULTANT's update to the Air Quality Technical Report will include any additional information required by the Caltrans template for Air Quality technical Reports which has been updated since the 2011 report was completed.

Deliverable: Air Quality Technical Report Addendum

Duration:

- The Air Quality Technical Report Addendum will be submitted for COUNTY review within one (1) month of receiving the updated Traffic Study Report for the first phase of work.
- In the event that the revisions are needed to the Air Quality Technical Report Addendum associated with COUNTY and/or Caltrans comments, it will be updated and resubmitted within two (2) weeks of receiving them.

Task 2.7 Noise Study Report Addendum

CONSULTANT shall utilize data from the updated Traffic Study Report to prepare an updated noise model for the project, establishing a new baseline noise setting and determining any additional noise impacts since the original 2009 Noise Study Report. Current traffic data, new housing developments, and projected growth will be accounted for in the updated model. CONSULTANT shall summarize the results of the updated model in an addendum to the original report.

Deliverable: Noise Study Report Addendum

Duration:

- The Noise Study Report Addendum will be submitted for COUNTY review within one (1) month of receiving the updated Traffic Study for the first phase of work.

- In the event that the revisions are needed to the Noise Study Report Addendum associated with COUNTY and/or Caltrans comments, it will be updated and resubmitted within two (2) weeks of receiving them.

Task 2.8 Visual Impact Assessment Addendum

CONSULTANT shall prepare an addendum to the 2009 Visual Impact Assessment (VIA). The VIA Addendum will include the updated project description, exhibits, and analyze any new impacts that would occur to the visual surroundings as a result of the project that weren't previously disclosed in the 2009 document. Based on preliminary evaluation, no additional renderings are anticipated to be required and none are included in this scope.

Deliverable: Visual Impact Assessment Addendum

Duration:

- The Visual Impact Assessment Addendum will be submitted for COUNTY review within one (1) month of receiving NTP for the first phase of work.
- In the event that the revisions are needed to the Visual Impact Assessment Addendum associated with COUNTY and/or Caltrans comments, it will be updated and resubmitted within two (2) weeks of receiving them.

Environmental Documentation

Task 2.9 CEQA IS/MND Addendum

The project was approved by the COUNTY under the CEQA using an IS/MND in March 2021 with Alternative 1 selected as the preferred alternative. Since then, the project design has been slightly modified; however, no additional impacts are anticipated to occur as a result of the revised design and an Addendum to the 2021 environmental document would be appropriate. CONSULTANT shall prepare the Addendum to the IS/MND in coordination with the COUNTY. No public circulation or Board approval is required for the Addendum.

Deliverables: CEQA IS/MND Addendum

Duration:

- The CEQA IS/MND Addendum will be submitted for COUNTY review within one (1) month of completing the final approved studies (or Tasks 2.2 thru 2.8).
- In the event that the revisions are needed to the CEQA IS/MND Addendum associated with COUNTY comments, it will be updated and resubmitted within one (1) month of receiving them.

Task 2.10 NEPA Environmental Assessment Update

A joint IS/MND/EA was circulated to the public for comment in 2017 but was not approved by Caltrans. CONSULTANT shall utilize the updated NEPA technical studies to update the Draft EA. The document will be sent to the COUNTY for review prior to sending to Caltrans for approval. Should Caltrans determine that a separate NEPA EA be prepared or that the existing IS/EA template needs to be updated, an amendment to the original scope and fee will be required.

Deliverables: Draft and Final NEPA Environmental Assessment

Duration:

- **The Draft NEPA Environmental Assessment will be submitted for COUNTY review within one (1) month of completing the final approved studies (or Tasks 2.2 thru 2.8).**
- **In the event that the revisions are needed to the Draft NEPA Environmental Assessment associated with COUNTY and/or Caltrans comments, it will be updated and resubmitted within two (2) weeks of receiving them as the Final NEPA Environmental Document.**

Task 2.11 Finding of No Significant Impact

Upon Caltrans approval of the Final EA, a Finding of No Significant Impact (FONSI) will be issued by Caltrans. CONSULTANT shall prepare the NEPA FONSI pursuant to Caltrans guidelines and send to Caltrans for circulation to federal agencies. Upon completion of circulation, Caltrans will issue the FONSI and NEPA will be complete.

Deliverables: Final NEPA EA, FONSI

Duration:

- **The NEPA FONSI will be submitted for COUNTY review within two (2) weeks of receiving Caltrans approval of the Final EA.**

TASK 3: PROJECT PLANNING AND PRELIMINARY DESIGN SERVICES

Task 3.1 Data Collection/Field Review

CONSULTANT shall meet with the COUNTY and Caltrans to request and obtain any new data related to the project site, including new monumentation, as-builts from recent projects, and recent studies. CONSULTANT shall review previously prepared preliminary engineering data, designs, plans, specifications, and estimates (PS&E's), and prior recommendations.

CONSULTANT shall conduct a site reconnaissance to identify and document any new/changed physical features, character, adjacent uses, potential design constraints, and new environmental considerations. Field information will be recorded using field notes and digital photos.

Deliverables: Field Notes/Photo Log

Duration:

- **The Field Notes/Photo Log and any follow up documentation associated with the site reconnaissance will be submitted for COUNTY review within two (2) months of receiving all recent/ current project documentation from COUNTY (and meeting with COUNTY to discuss these items) and performing the site reconnaissance.**

Task 3.2 Preliminary Design Improvements

Based upon the results of the traffic operations analysis, project mapping, geotechnical study, available data, and input from the COUNTY, CONSULTANT shall evaluate one (1) build alternative for the project as selected in the project study report (PSR)/project report (PR) and provide minor refinements. CONSULTANT shall prepare a Geometric Approval Drawing (GAD) package to obtain approval of the interchange geometrics for all phases of the interchange project (Phase 1, Phase 2, and Phase 3). As part of the Intersection Control Evaluation in Optional Task

1.4, the CONSULTANT shall prepare the geometry for the roundabout designs at the two (2) off-ramp intersections, if appropriate, and if the COUNTY requests these roundabouts be included in the GAD. The purpose of the GAD is to identify if the proposed design meets the requirements of the Highway Design Manual (HDM), establish a project base map, and formally confirm that the design meets the operational needs of the facility, and ensure the design of the proposed Phase 1 and Phase 2 project improvements, as shown in the project layout and location map, will be compatible with the full build out geometrics. CONSULTANT shall prepare a GAD in strip plot format. The GAD submittal package will include typical sections, plan view exhibits, profiles, superelevation diagrams, a signature block, and a traffic volumes diagram. CONSULTANT shall review and obtain comments from the COUNTY, Caltrans, and other stakeholders as approved by the COUNTY.

Deliverables: Geometric Approval Drawing

Duration:

- The GAD package for all phases (Phase 1, Phase 2, Phase 3) of the interchange project will be submitted for COUNTY review within two (2) months of completing the traffic operations analysis, project mapping, geotechnical study, and receiving input from COUNTY.
- In the event that the revisions are needed to the GAD associated with COUNTY and/or Caltrans comments, it will be updated and resubmitted within two (2) weeks of receiving them.

Task 3.3 Project Report Updates and Design Exceptions

Task 3.3.1 Supplemental Project Study Report/Project Report

CONSULTANT shall review the previously prepared PSR/PR and, if requested, prepare a Supplemental PSR/PR to support the roundabout alternative design. The document will discuss the proposed Phase 1 and Phase 2 project improvements and provide an overview of impacts including any additional environmental, traffic, utility, or geotechnical considerations. The CONSULTANT shall review the project Purpose and Need and make recommendations for additions or revisions based on input from COUNTY staff. The Project Report will be submitted to Caltrans and the COUNTY for review and comment. CONSULTANT shall address the comments and produce the final PSR/PR. CONSULTANT shall meet with Caltrans and COUNTY for comments resolution and make updates to the Final PSR/PR and submit for approval.

The CONSULTANT shall prepare quantity calculations based on the GAD geometrics for inclusion in the Supplemental Project Report. The quantities will be based on estimated quantities and calculations, using a contingency of twenty-five percent (25%). Quantities will be calculated using the roadway design software and checked using hand calculations and the design plans. Unit prices will be estimated from recently advertised Caltrans, COUNTY, or regional project bid results. Final estimate format shall confirm to standard Caltrans estimating system, CT 11- page estimate format.

Deliverables: Supplemental Final Project Study Report/Project Report (Draft and Final). CONSULTANT shall utilize the GAD to prepare 11" x 17" plan sheets of the project layout, profiles, and typical sections that will be included as attachments to the PSR/PR, Thirty-Five Percent (35%) Engineer's Estimate

Duration:

- The Supplemental Final PSR/PR (Draft) will be submitted for COUNTY review within three (3) months of request from COUNTY.

- The Supplemental Final PSR/PR (Final) will be submitted for COUNTY review within one (1) month of receiving comments (via comment resolution meeting) from COUNTY and Caltrans.

Task 3.3.2 Design Standard Decision Document

CONSULTANT shall evaluate the build alternative for all non-standard features that are identified in the Caltrans Design Information Bulletin (DIB) 78. The DIB 78 will be used in conjunction with the Caltrans Highway Design Manual and compared to boldface and underlined standards. CONSULTANT shall prepare Design Standard Decision Documents (DSDD) for any non-standard feature(s). The DSDD will be prepared in accordance with Chapter 21 of the Project Development Procedures Manual, "Design Standard Decisions." The DSDD will be submitted to the COUNTY and Caltrans for review, and the comments will be incorporated into the final DSDD.

Deliverables: Design Standard Decision Document (Draft and Final)

Duration:

- The Design Standard Decision Document (Draft) will be submitted for COUNTY review within three (3) months of identifying any non-standard project features.
- The Design Standard Decision Document (Final) will be submitted for COUNTY review within one (1) month of receiving COUNTY and Caltrans comments.

Task 3.4 Preliminary Engineering Analysis/Studies/Reports

Task 3.4.1 Level 2 Risk Register

Delivery Directive PD-09, effective July 1, 2012, states that risk management shall be applied to all capital and major maintenance projects for which the Department has delivery responsibility. The project has a Risk Register Scalability Level of 2, as defined in the Caltrans Project Risk Management Handbook, and a Risk Register with qualitative analysis is required. The Risk Register must receive certification from the Deputy District Directors prior to project Log-in.

The CONSULTANT shall review the Level 2 - Risk Register developed during the project approval/environmental document (PA/ED) Phase. CONSULTANT's Project Manager and Project Engineer shall facilitate and attend three (3) meetings to identify new risks, assess new risks, and update risk assessment and risk response for previously identified risks. It is assumed that the risks identified, and quantitative risk assessment will be recorded in the Risk Register by the District Risk Management Coordinator. The District Management Coordinator will also produce the Risk Probability Curves (i.e., Cost Risk Curve and Schedule Risk Analysis), as defined in the Project Risk Management Handbook.

Deliverables: Level 2 Risk Register, Facilitate and Attend Three (3) Risk Register Workshops

Duration:

- The current Level 2 Risk Register will be updated and submitted for COUNTY and Caltrans review within one (1) month following each Risk Register Workshop (Meeting).

Task 3.4.2 Preliminary Transportation Management Plan

CONSULTANT shall develop a conceptual plan for traffic handling to ensure that traffic operations are not adversely impacted at the project site including any California Highway Patrol (CHP) enforcement areas, and other systems related equipment. CONSULTANT shall develop the

Transportation Management Plan (TMP) Checklists to reflect the approved design elements and construction activities. The TMP Checklists will discuss the project's staging activities, traffic handling concepts and other impacts to the public. CONSULTANT shall submit the TMP Checklists to Caltrans for approval. CONSULTANT shall coordinate comments and input from Caltrans and the COUNTY to ensure the TMP covers the combined traffic impacts and plans to mitigate those impacts.

Deliverables: TMP Checklists

Duration:

- The TMP Checklist will be submitted for COUNTY and Caltrans review within one (1) month of receiving design elements.
- Changes or revisions to the TMP Checklist will be submitted for COUNTY and Caltrans review within two (2) weeks of receiving COUNTY and Caltrans comments or input.

Task 3.4.3 Traffic Operations Report Review

CONSULTANT shall review the COUNTY-prepared Traffic Operations Report and provide feedback to COUNTY staff to facilitate Caltrans review/approval.

Deliverables: Traffic Operations Report Review

Duration:

- Comments (via Comment Matrix) will be provided for COUNTY review within one (1) month of receiving Traffic Operations Report.

Task 3.4.4 Drainage Report Review and Water Quality (Stormwater Data Report [SWDR])

CONSULTANT shall review the water quality considerations noted in the PSR/PR including discussions of drainage improvements and stormwater quality treatment. The CONSULTANT shall review the existing Treatment Best Management Practices (TBMP) features within the project limits.

The preliminary roadway geometric design will be reviewed respective of the COUNTY-provided drainage design for development of stormwater quality treatment strategies. Space available, site conditions, soil types, and project geometrics will be reviewed. Emphasis will be placed on using easy to maintain stormwater quality treatment that will be easy to maintain and cost-effective.

The PA/ED SWDR will be reviewed, and preliminary project stormwater treatment will be documented on preliminary layout maps or an updated SWDR.

The CONSULTANT shall review the COUNTY-prepared drainage design and drainage report and provide a comments matrix. The review will focus on compliance with the COUNTY and Caltrans requirements.

Deliverables: Comments Matrix of COUNTY-prepared Preliminary Drainage (two [2] reviews assumed); CONSULTANT-prepared Stormwater Treatment Layouts

Duration:

- Comments (via Comment Matrix) will be submitted for COUNTY review within one (1) month of receiving the Preliminary Drainage Design/ Documentation.
- Comments (via Comment Matrix) will be submitted for COUNTY review within one (1) month of receiving the updated Preliminary Drainage Design/ Documentation.

Task 3.4.5 Geotechnical Engineering

Task 3.4.5.1 Geotechnical Design/Materials Report (GD/MR)

The CONSULTANT shall perform a geotechnical investigation along the project alignment and develop geotechnical recommendations and design parameters to support final design PS&E of the project. The CONSULTANT's investigation shall include pre-field planning activities (permitting, preparing an exploration plan, etc.), a field exploration program, geotechnical laboratory testing, engineering analysis, and report preparation. The CONSULTANT's recommendations shall be presented in a GD/MR prepared in accordance with Caltrans guidelines. The CONSULTANT's services include the following:

Pre-Field Activities

CONSULTANT shall:

- Review available preliminary design plans to select exploration locations.
- Perform a site reconnaissance to review project limits, existing conditions, and to determine exploration equipment access.
- Prepare a Geotechnical Exploration Plan for COUNTY and Caltrans Review. The CONSULTANT shall obtain a Caltrans contractor (double) permit based on the no-fee parent permit obtained in conjunction with the COUNTY. The CONSULTANT shall obtain a COUNTY encroachment permit (assumed to be no-fee for this COUNTY project).
- Obtain required COUNTY Environmental Management Division well permits for the exploratory borings.
- After approval of the Geotechnical Exploration Plan, mark-out proposed exploration locations in the field for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two (2) working days (as required by law) prior to performing exploratory excavations at the site.
- Provide private utility location services to clear the boring locations on Caltrans property.

Field Investigation

CONSULTANT shall:

- Provide traffic control measures during field operations as needed in accordance with encroachment permit requirements. Shoulder and lane closures will likely be required for work in COUNTY right-of-way. Traffic control measures (partial freeway ramp shoulder closure) during field operations may be required by Caltrans. The Caltrans Manual on Uniform Traffic Control Devices (MUTCD) is unclear on the requirement for traffic control for vehicles parked a significant distance (> twenty [20] feet) away from the travel lanes. The CONSULTANT has included an allowance for traffic control signage and cone rental in the budget in case these services are required by Caltrans (assuming use of MUTCD Figure 6H-5 (CA), Shoulder Closure on Freeway (TA-5) for traffic control without a crash cushion, barrier, and lights being required). The CONSULTANT shall use a certified disadvantaged business enterprise (DBE) traffic control subconsultant to help meet project DBE goals.

- Perform up to nine (9) exploratory borings/rock cores as follows: four (4) borings at the proposed intersection improvement locations up to twenty (20) feet deep for traffic signal and roadway improvements and five (5) borings in roadway or ramp cut/fill areas, up to ten (10) feet deep. The borings will be performed using a truck- or track-mounted drill rig equipped with hollow-stem-auger and rock coring equipment. The CONSULTANT shall use a DBE drilling subconsultant to help meet project DBE goals.
- Obtain representative disturbed and undisturbed soil/rock samples using a driven Standard Penetration Test (SPT) sampler, California Modified sampler, and/or rock-coring methods.
- Perform up to four (4) exploratory test pits for the Phase 1 and Phase 2 proposed roadway realignments using a rubber-tire backhoe. Planned excavation depths will range from approximately five (5) to ten (10) feet, or refusal on hard bedrock if shallower, based on conditions encountered.
- Perform up to six (6) field infiltration tests in select areas that may include stormwater management facilities.
- Log the exploratory borings and test pits in accordance with the latest Caltrans Soil and Rock Logging, Classification, and Presentation Manual.
- Upon completion of the borings and test pits, backfill with the excavated soil or neat cement grout according to any permit requirements. Borings in paved areas (if any) will be capped with cold-patch asphalt concrete or as required by the COUNTY encroachment permit.
- Excess soil cuttings containerized and disposed of off-site.
- Perform a geophysical Refraction Seismic (RS) investigation consisting of two (2) to three (3) RS lines to evaluate the rippability and excavation characteristics of the rock in the proposed deep cut locations.

Laboratory Testing Program

- CONSULTANT shall perform laboratory tests to evaluate pertinent geotechnical parameters. Laboratory testing may include in-situ moisture content, density (unit weight), shear strength, grain size distribution, Atterberg Limits, moisture-density relationship (compaction curves), Expansion Index, corrosion potential, and Resistance Value (R-value).

GD/MR Preparation

- CONSULTANT shall analyze field and laboratory data and prepare a GD/MR to include (but not be limited to) the following:
 - Scope of work summary, project description, field exploration program summary.
 - Site Plan showing locations of the exploratory excavation (boring and test pit) locations.
 - Site geology and subsurface conditions.
 - Summary of laboratory testing program.
 - Geologic profiles and engineering parameters.
 - RS Investigation results.
 - Seismic study (in accordance with the latest Caltrans Seismic Design Criteria).
 - Geologic hazard evaluation (faulting, slope stability, liquefaction, lateral spreading, etc.).
 - Soil corrosion potential evaluation per Caltrans guidelines.

- Geotechnical design recommendations for culverts (if necessary), including recommended foundation type(s), allowable bearing capacity, estimated settlement, and slope stability.
- Evaluation of excavation characteristics, recommendations for cuts/excavations and fill embankments (material suitability, placement, and compaction recommendations),
- Excavation and embankment stability analyses (if necessary).
- Earthwork recommendations.
- Flexible pavement structural section design recommendations based on Traffic Indices provided by the design engineer.
- Construction considerations.

Deliverables: Geotechnical Exploration Plan, GD/MR (Draft and Final)

Duration:

- **Geotechnical Exploration Plan will be submitted for COUNTY and Caltrans review within one (1) month after reviewing preliminary design plans and performing site reconnaissance.**
- **The Draft GD/MR will be submitted for COUNTY and Caltrans review within two (2) months after completing field investigation and receiving laboratory testing results.**
- **The Final GD/MR will be submitted for COUNTY and Caltrans review within one (1) month after receiving comments from COUNTY and Caltrans on the Draft GD/MR.**

Task 3.5 Advanced Planning Thirty Percent (30%) Plans, Estimate, and Specifications Outline

CONSULTANT shall prepare Advance Planning Studies (APS) for up to two (2) retaining wall structure types. The plans will adhere to current Caltrans detailing and formatting requirements as specified in Section 3-2 "Advance Planning Studies" of Caltrans Office of Special Funded Products (OSFP) Information and Procedures Guide as well as in Caltrans Memo to Designers 1-8 "Advance Planning Studies".

In general, the APS consists of a single plan sheet, an itemized structure cost estimate, and completion of the "Consultant Prepared Structures Advance Planning Study Checklist". The APS plan sheet (typically 11" x 17") includes a plan view, elevation view, and typical section of the structure with sufficient detail to determine structure limits, feasible structure type, structure depth, foundation locations and costs. The itemized structure cost estimate will be based on approximate quantity estimates using tables from Caltrans Bridge Design Aids manual.

Deliverables: Structures APS Memo

Duration:

- **The Structures APS Memo will be submitted for COUNTY and Caltrans review within three (3) months after completing preliminary design and request by COUNTY and Caltrans.**
- **Revisions or updates to the Structures APS Memo will be completed within one (1) month of receiving of comments from COUNTY and Caltrans.**

PHASE II - SIXTY-FIVE PERCENT (65%) DESIGN

TASK 1: PROJECT MANAGEMENT SERVICES

Task 1.1 Meetings and Coordination

CONSULTANT shall organize, attend, and facilitate meetings, as necessary, to provide progress updates, coordinate among technical disciplines, and facilitate overall project communication. For each meeting, CONSULTANT shall provide meeting notice, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. CONSULTANT shall consult with the COUNTY's project manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project:

- **PDT Meetings:** The PDT meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees shall include CONSULTANT's Project Manager, CONSULTANT task leads as needed, COUNTY and Caltrans staff, and other stakeholders as necessary. Throughout the anticipated duration of the project design phase, CONSULTANT shall attend and facilitate up to four (4) PDT meetings.
- **Technical Coordination Meetings:** CONSULTANT shall coordinate technical issues with the COUNTY, Caltrans, and others through meetings and correspondence. CONSULTANT shall prepare for and facilitate up to two (2) technical meetings, as needed.

Deliverables: Meeting Notices, Meeting Materials and Agendas, Exhibits, and Minutes

Duration:

- **Kickoff meeting shall be completed within two (2) weeks of NTP Phase II issuance.**
- **Kickoff meeting agenda to be distributed no less than one (1) working day prior to the meeting.**
- **Meeting minutes shall be distributed within five (5) working days following the meeting.**

Task 1.2 Progress Reports

CONSULTANT shall prepare progress reports to record the progress of the project and as supporting data for invoices presented monthly to the COUNTY. The progress reports will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions, and schedule completion target dates. CONSULTANT shall include progress reports with the monthly invoices.

Deliverables: Monthly Progress Report

Duration:

- **Monthly Progress Reports will be submitted monthly for COUNTY review.**

Task 1.3 Project Schedule

CONSULTANT shall, within two (2) weeks of NTP, provide a detailed project baseline schedule to the COUNTY for review and comment. The schedule will be prepared using Microsoft Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. After establishing the baseline schedule, CONSULTANT shall update the schedule monthly, to coincide with the PDT meetings.

Deliverable: Project Schedule

Duration:

- The Project Schedule (i.e. baseline schedule) will be submitted for COUNTY review within two (2) weeks of receiving NTP for Phase II work items.
- Updates or revisions to the Project Schedule will be submitted monthly to coincide with PDT meetings.

Task 1.4 Project Administration

CONSULTANT shall monitor and control the effort and progress of the proposed services as follows:

- Set up project accounting system: CONSULTANT shall structure the accounting system in accordance with the COUNTY's invoicing and tracking needs.
- Prepare subconsultant agreements: CONSULTANT shall execute contracts with the proposed subconsultants for the scope of services described herein.
- Monitor subconsultant progress and review/approve invoices: CONSULTANT shall track the work progress of the proposed subconsultants and review their invoices for format and content compliance.

Task 1.5 Quality Control/QMP

CONSULTANT shall have a quality control plan in effect during the entire course of the project and will develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans will also be checked, corrected, and backchecked for accuracy and completeness. CONSULTANT shall review subconsultant environmental and engineering report submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards.

Deliverable: Quality Control Plan

Duration:

- The Quality Control Plan will be submitted for COUNTY review within one (1) month of receiving NTP for Phase II work items.
- Updates or revisions to the Quality Control Plan will be submitted for COUNTY review within one (1) month of identifying project changes impacting the original Quality Control Plan.

TASK 2: PROJECT DESIGN SERVICES

Task 2.1 PS&E for Phases 1 and 2

Task 2.1.1 Sixty-Five Percent (65%) Plans, Specifications, and Estimates

Based on the Geometric Approval Drawings, CONSULTANT shall prepare sixty-five percent (65%) plans for the Phase 1 and Phase 2 improvements. The title sheet will include an index of sheets, approval signatures, the project description, location map, begin/end work, begin/end construction, and limits of work.

The typical section sheets will include original ground, traveled way, shoulders, cut/fill slopes, drainage, right of way, and existing/recommended structural sections. Project control sheet will include control for design and construction data.

The plans will include the preliminary geometric data required to construct the project. Horizontal callouts will include a centerline station line, bearings/distances of tangents, horizontal curve data, conform stations, angle points, roadway dimensions and the identification of any physical features

such as edge of pavement, asphalt concrete (AC) dike, fences, barriers, etc. The plan view will include all right of way and easements, both permanent and temporary. The profile will include original ground and profile grade information. Super elevation diagram sheets will also be prepared.

The plans will include construction details for detailed conform tie-ins, grades of curb and gutters, and other details not included in the Standard Plans.

Drainage design will be shown on the drainage plans and will include existing drainage features, inlet/manhole locations with station and offset, pipe layouts and sizes, ditch alignments, infiltration/detention basins, rock slope protection, and end treatments where appropriate. Drainage details will be provided on the detail sheets for details not covered in the Standard Plans.

Staging and traffic handling plans will include location of construction staging by each stage and temporary traffic handling devices used for traffic control. Traffic handling plans will conform to the provisions in the latest edition of the California MUTCD.

Pavement delineation and signing plans will be part of this submittal to identify striping configuration and overall signage location. Pavement delineation and signage will conform to the latest edition of the California MUTCD.

Erosion control sheets and temporary water pollution control plans will be prepared to stabilize and restore disturbed areas. Design of these facilities shall include current Best Management Practices and will conform to the COUNTY, Caltrans, and Regional Water Quality Control Board guidelines.

CONSULTANT shall prepare electrical plans to modify existing signal and illumination systems, as necessary.

CONSULTANT shall prepare planting and irrigation plans for replacement planting. The planting plans will include a plant legend indicating replacement trees and planting for the biofiltration swale. The legend will indicate the botanical and common names, quantity, size, and remarks (such as variety and staking procedure). The plans will provide an integrated palette of material in accordance with COUNTY landscape guidelines, Caltrans, and Federal Highway Administration (FHWA) guidelines. The irrigation plans will provide the necessary information for a complete and fully automatic irrigation system for proposed interchange trees. The plans will indicate new points of connection based upon Caltrans / COUNTY / water department / district requirements, backflow prevention, pressure regulation (as necessary), and equipment size and type in the irrigation legend. Concepts and plans for Enhanced Landscaping within the project area is beyond the current scope of the project.

CONSULTANT shall prepare retaining wall / soundwall plans, if necessary, as a mitigation measure due to right of way and noise impacts. The retaining wall / soundwall plans will include aesthetic features, determined in coordination with the COUNTY.

The list of sheets will include, as necessary:

• Title and Location Map (1)	• Typical Sections (12)
• Key Map and Line Index (1)	• Project Control (1)
• Layouts (7)	• Profiles/Superelevation Diagrams (14)

• Construction Details (43)	• TWPC (70)
• Contour Grading Plans (7)	• Drainage Plans, Profiles, Details, & Quantities (27)
• Utility Plans, Details, & Quantities (10)	• Construction Area Signs (1)
• Stage Construction Plans, Details, & Quantities (70)	• Traffic Handling Plans & Quantities (8)
• Pavement Delineation Plans, Details, & Quantities (16)	• Sign Plans, Details, & Quantities (17)
• Summary of Quantities (11)	• Retaining Wall Plans (7)
• Planting and Irrigation Plans (36)	• Erosion Control Plans, Details, & Quantities (9)
• Electrical Plans (32)	TOTAL: 400 Sheets

CONSULTANT shall prepare an engineer's estimate of construction costs that will be based on preliminary quantity takeoffs and current unit prices. A reasonable upward adjustment will be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments.

CONSULTANT shall prepare draft special provisions to supplement the Standard Specifications. The specifications will be based on the current Standard Specification version.

Deliverables: Sixty-Five Percent (65%) Roadway Plans (Three [3] copies 24"x36" and .PDF), Estimate (.PDF and Excel spreadsheet), and Special Provisions (.PDF and Word)

Duration:

- The Sixty-Five Percent (65%) Roadway Plans, Estimate, and Special Provisions will be submitted for COUNTY and Caltrans review within six (6) months after receiving NTP for the Phase II work items, and after Caltrans approval of the GAD, completing the GD/MR, and Draft Drainage Report.

Task 2.2 Final Engineering Reports

Task 2.2.1 Transportation Management Plan and Lane Closure Chart Request

The CONSULTANT shall prepare a draft Transportation Management Plan (TMP) based on the previously prepared Preliminary TMP Checklist. The TMP will address development of a public awareness campaign, proper identification of detour routes and lane closures, scheduling of construction activities during off-peak hours, emergency access, development of traffic contingency plans, and other factors related to traffic management during construction. A Lane Closure Request Form will be included with the Draft TMP.

Deliverables: Draft TMP, Lane Closure Request Form.

Duration:

- The Draft TMP and Lane Closure Request Form will be submitted for COUNTY and Caltrans review concurrent with the Sixty-Five Percent (65%) Project Plans, Specifications, and Estimate.

Task 2.3 Specialty Engineering and Design Services

Task 2.3.1 Drainage and Stormwater Quality

The CONSULTANT shall review COUNTY-prepared Drainage Report documenting hydrologic and hydraulic analysis of the proposed improvements and design associated drainage improvements to capture and convey runoff from the project.

The CONSULTANT shall analyze and document the design of project stormwater quality treatment strategies in the Stormwater Data Report.

Deliverables: Comments Matrix of COUNTY-prepared Drainage Report (one [1] review assumed) and Draft Stormwater Data Report

Duration:

- **Comments (via Comments Matrix) will be provided for COUNTY review within one (1) month after receiving the Draft Drainage Report and Draft Stormwater Data Report.**

Task 2.3.2 Geotechnical Engineering Hazardous Waste

Task 2.3.2.1 Phase II Preliminary Site Investigation (PSI) Report

The purpose of the Phase II PSI is to preliminarily characterize hazardous materials that may be encountered during construction. The findings will be used to evaluate soil reuse and disposal options, right-of-way (ROW) acquisition, and worker health and safety. The specific scope of the Phase II PSI should be determined after completion of the Phase I ISA and after the thirty-five percent (35%) design submittal is complete. The following scope and the CONSULTANT's estimated fees for this task are based on CONSULTANT's review of the 2009 ISA (Blackburn Consulting) and the CONSULTANT's experience with similar projects and should be considered a rough order of magnitude estimate.

The PSI will focus on the following four (4) primary potential issues: 1) aerially deposited lead (ADL) and common contaminants typically encountered along roadways, 2) naturally occurring asbestos (NOA) anticipated to be encountered during construction in ultramafic and metavolcanic soil, 3) presence of underground storage tanks (USTs) and soil contamination at 4064 Durock Road, Shingle Springs, California 95682, and 4) soil contamination at parcels proposed for partial or full ROW takes.

The CONSULTANT shall prepare a project-specific Health & Safety Plan and Preliminary Site Investigation Workplan for COUNTY and Caltrans concurrence prior to fieldwork. The CONSULTANT anticipates that no traffic control will be necessary to safely perform the field sampling. The Phase II PSI scope does not include encroachment/access permitting and assumes work will be performed under Encroachment and Access Permits issued to COUNTY.

ADL/Total Petroleum Hydrocarbon (TPH)/NOA Soil Investigation and Reporting

Field Activities:

- Advance up to forty (40) borings to two and one-half (2.5) feet below ground surface (bgs)
- Collect three (3) soil samples per boring (total one hundred twenty [120] samples)

Laboratory Analyses:

- Seventy-five (75) soil samples for Total Lead
- Twenty-five (25) soil samples for California Administrative Manual (CAM) 17 metals
- Fifty (50) soil samples for soluble (waste extraction test [WET] or Toxicity Characteristic Leaching Procedure [TCLP]) lead.
- Twenty (20) soil samples for Pesticides
- Twenty (20) soil samples for TPHd/mo
- Twenty (20) soil samples for TPHg
- Twenty (20) soil samples for NOA

4064 Durock Road, Shingle Springs, California 95682 and ROW Take Sampling

Field Activities:

- Perform underground utility clearance
- Perform ground penetrating radar (GPR) survey at 4064 Durock Road
- 4046 Durock Road – Advance four (4) borings to twelve (12) feet bgs, collect three (3) soil samples per boring (total twelve [12] samples)
- ROW Takes – Advance eight (8) borings to five (5) feet bgs, collect three (3) soil samples per boring (total twenty-four [24] samples)

Laboratory Analyses:

- Thirty-six (36) soil samples for CAM 17 Metals
- Twelve (12) soil samples for Pesticides
- Thirty-six (36) soil samples for TPHd/mo
- Twelve (12) soil samples for TPHg
- Twelve (12) soil samples for volatile organic compounds (VOCs)
- Eight (8) soil samples for Polychlorinated Biphenyl (PCB)
- Twelve (12) soil samples for NOA

Reporting:

- Summarize the field and laboratory test results into a Preliminary Site Investigation Report.

Deliverables: Phase II Preliminary Site Investigation (PSI) Report.

Duration:

- The Phase II PSI Report will be submitted for COUNTY and Caltrans review within one (1) month after completing the field activities and receiving the laboratory results.
- Updates or revisions to the Phase II PSI Report will be completed within one (1) month after receiving COUNTY and Caltrans comments.

Task 2.3.3 Construction CPM Schedule

The CONSULTANT shall prepare a Conceptual Construction Critical Path Method (CPM) Schedule using Microsoft (MS) Project with the sixty-five percent (65%) design submittal. The schedule shall identify major project components and construction activities affecting the project critical path, through completion of construction. The Conceptual CPM Schedule shall be the basis for anticipated working days used to assess TMP strategy pricing.

Deliverables: Sixty-five percent (65%) Construction CPM Schedule

Duration:

- The sixty-five percent (65%) Construction CPM Schedule will be submitted for COUNTY and Caltrans review concurrent with the sixty-five percent (65%) Project Plans, Specifications, and Estimate.
- Revisions to the sixty-five percent (65%) Construction CPM Schedule will be completed within one (1) month of receiving COUNTY and Caltrans comments.

Task 2.3.4 Survey Review Submittal

The CONSULTANT shall develop a comprehensive draft and survey review submittal in compliance with the District 3 Survey File Checklist. Required components include:

- Centerline and station-line alignments and profiles for all new and existing roadways, ramps, detours, and maintenance access roads.
- Civil3D alignments and profiles for all new drainage systems.
- Civil3D alignments and profiles for all new curb returns.
- Coordinate geometry for all proposed right-of-way and easements.
- Civil3D alignments and profiles for all new structural systems, including retaining walls, sound walls, bridge abutments and wing walls, columns and bents, and edge of deck.
- Civil3D alignments and profiles for new water and sewer lines.
- Coordinate geometry for sign foundations and barrier layout lines.

The CONSULTANT shall complete the Survey File Checklist for submittal with the draft survey review package. Slope Staking Note (SSN) listings and corresponding design roadway cross-sections will not be included at the draft submittal.

Deliverables: Draft Survey Deliverables Package

Duration:

- The Draft Survey Package will be submitted within one (1) month after completing the sixty-five percent (65%) Plans, Specifications, and Estimate.

Task 2.4 Environmental Mitigation and Permitting

Task 2.4.1 Incidental Take Permit

The project is anticipated to impact the State listed plant Layne's butterweed (*Packera layneae*); therefore, an Incidental Take Permit (ITP) under Section 2081 of the California Fish and Game Code will need to be obtained. CONSULTANT shall prepare the ITP application with updated project information and provide it to the CDFW to secure the approved permit. On-going coordination with CDFW will occur as needed to obtain the permit. This scope and fee do not include the ITP filing fee or any mitigation costs.

Deliverables: Incidental Take Permit

Duration:

- The ITP (if required) will be submitted to CDFW a minimum of six (6) months prior to completing one hundred percent (100%) Plans, Specifications, and Estimate.

Task 2.4.2 Layne's Butterweed Transplant and Monitoring Plan

Pursuant to the approved 2021 CEQA IS/MND, a Layne's Butterweed Transplant and Monitoring Plan will be prepared by the CONSULTANT and submitted for review and approval by the USFWS no less than sixty (60) days prior to start of ground-disturbing project activities. The plan will include the following items:

1. Oversight of the transplanting by a qualified biologist.
2. Details on site preparation.
3. Transplant schedule and procedure.
4. Maintenance of the transplant site (including weed control and vegetation/trash
5. Monitoring criteria (up to five [5] years of monitoring) and remedial actions.
6. Success criteria.
7. Monitoring reporting requirements.

CONSULTANT shall prepare this plan in coordination with the COUNTY and submit to USFWS for approval during the final design phase. The report will be submitted to the COUNTY for review prior to submittal to USFWS.

Deliverables: Layne's Butterweed Transplant and Monitoring Plan

Duration:

- The Lane's Butterweed Transplant and Monitoring Plan (if needed) will be submitted for COUNTY review after USFWS coordination and a minimum of three (3) months prior to completing the one hundred percent (100%) Plans, Specifications, and Estimate.
- The Lane's Butterweed Transplant and Monitoring Plan (if needed) will be updated and submitted to USFWS within one (1) month after receiving comments from COUNTY review.

Task 2.4.3 Revegetation and Restoration Plan

A Revegetation and Restoration Plan shall be prepared by the CONSULTANT to minimize soil loss immediately after construction and to revegetate disturbed areas with appropriate native plants. The revegetation/restoration plan shall be implemented to compensate for the loss and/or disturbance of vegetation on the project site and areas cleared for access and construction staging areas. Oak trees will be incorporated throughout the plan as feasible. The Restoration Plan elements will be graphically depicted on final construction plans, including the location and extent of the dripline for all trees, type and location of any fencing, and equipment storage and staging areas outside of dripline areas. The Revegetation and Restoration Plan will be submitted to the COUNTY for review and approval prior to incorporating into construction plans.

Deliverables: Revegetation and Restoration Plan

Duration:

- The Revegetation and Restoration Plan will be submitted for COUNTY review a minimum of three (3) months prior to completing the one hundred percent (100%) Plans, Specifications, and Estimate.
- The updated or revised Revegetation and Restoration Plan (if needed) will be submitted for COUNTY review within one (1) month receiving COUNTY comments.

TASK 3: UTILITY COORDINATION SERVICES

Task 3.1 Conflict Identification

Based on the information gathered, CONSULTANT shall prepare conflict maps for each utility highlighting the location of identified conflicts. These maps will be sent to the COUNTY for inclusion in the Utility 'B' packages, which will also include sixty-five percent (65%) design plans and a COUNTY-prepared letter notifying the utility companies of conflicts between existing utility facilities and the proposed work. The letter will also ask the utility companies to verify the conflict, notify them of the need to relocate their facilities, and request verification of prior rights.

Deliverables: Utility Conflict Maps

Duration:

- **Utility Conflict Maps will be submitted for COUNTY review concurrent with the sixty-five percent (65%) Plans, Specifications, and Estimate.**
- **Revisions or updates to the Utility Conflict Maps will be complete within one (1) month of receiving COUNTY comments.**

PHASE III – NINETY-FIVE PERCENT (95%) AND ONE HUNDRED PERCENT (100%) DESIGN

TASK 1: PROJECT MANAGEMENT SERVICES

Task 1.1 Meetings and Coordination

CONSULTANT shall organize, attend, and facilitate meetings, as necessary, to provide progress updates, coordinate among technical disciplines, and facilitate overall project communication. For each meeting, CONSULTANT shall provide meeting notice, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. CONSULTANT shall consult with the COUNTY's PM prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project:

- **PDT Meetings:** The PDT meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees shall include CONSULTANT's Project Manager, CONSULTANT task leads as needed, COUNTY and Caltrans staff and other stakeholders as necessary. Throughout the anticipated duration of the project design phase, CONSULTANT shall attend and facilitate up to eight (8) PDT meetings.
- **Technical Coordination Meetings:** CONSULTANT shall coordinate technical issues with the COUNTY, Caltrans, and others through meetings and correspondence. CONSULTANT shall prepare for and facilitate up to four (4) technical meetings, as needed.
- **County Board of Supervisors Meeting:** CONSULTANT shall attend one (1) Board of Supervisor meeting to make presentations and/or answer project related questions. CONSULTANT shall attend one (1) Council member and/or Council meetings, as needed.

Deliverables: Meeting Notices, Materials and Agendas, Exhibits, and Minutes

Duration:

- **Kickoff meeting shall be completed within two (2) weeks of NTP Phase III issuance.**

- Kickoff meeting agenda to be distributed no less than one (1) working day prior to the meeting.
- Meeting minutes shall be distributed within five (5) working days following the meeting.

Task 1.2 Progress Reports

CONSULTANT shall prepare progress reports to record the progress of the project and as supporting data for invoices presented monthly to the COUNTY. The progress reports will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions, and schedule completion target dates. CONSULTANT shall include progress reports with the monthly invoices.

Deliverables: Monthly Progress Report

Duration:

- Monthly Progress Reports will be submitted monthly for COUNTY review.

Task 1.3 Project Schedule

CONSULTANT shall, within two (2) weeks of NTP issuance, provide a detailed project baseline schedule to the COUNTY for review and comment. The schedule will be prepared using MS Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks, and responsibility assignments. After establishing the baseline schedule, CONSULTANT shall update the schedule monthly, to coincide with the PDT meetings.

Deliverable: Project Schedule

Duration:

- The Project Schedule (i.e. baseline schedule) will be submitted for COUNTY review within two (2) weeks of receiving NTP for Phase III work items.
- Updates or revisions to the Project Schedule will be submitted monthly to coincide with PDT meetings.

Task 1.4 Project Administration

CONSULTANT shall monitor and control the effort and progress of the proposed services as follows:

- Set up project accounting system: CONSULTANT shall structure the accounting system in accordance with the COUNTY's invoicing and tracking needs.
- Prepare subconsultant agreements: CONSULTANT shall execute contracts with the proposed subconsultants for the scope of services described herein.
- Monitor subconsultant progress and review/approve invoices: CONSULTANT shall track the work progress of the proposed subconsultants and review their invoices for format and content compliance.

Task 1.5 Quality Control/QMP

CONSULTANT shall have a quality control plan in effect during the entire course of the project and will develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans will also be checked, corrected, and backchecked for accuracy and completeness. CONSULTANT shall review subconsultant environmental and engineering report submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards.

Deliverable: Quality Control Plan

Duration:

- The Quality Control Plan will be submitted for COUNTY review within one (1) month of receiving NTP for Phase III.
- Updates or revisions to the Quality Control Plan will be submitted for COUNTY review within one (1) month of identifying project changes impacting the original Quality Control Plan.

TASK 2 PROJECT DESIGN SERVICES

Task 2.1 PS&E for Phases 1 and 2

Task 2.1.1 Ninety-Five Percent (95%) Plans, Specifications, and Estimates

CONSULTANT shall prepare ninety-five percent (95%) plans and estimates based on the sixty-five percent (65%) plans and review comments. CONSULTANT shall prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

CONSULTANT shall prepare an engineer's estimate of construction costs, based on detailed quantity takeoffs and current unit prices. A reasonable upward adjustment shall be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments. The final estimate format shall be the standard Caltrans estimating system. Quantities for all contract items, including cost of lump sum items, shall be substantiated by calculations. Quantity calculations shall be neat and orderly and shall show all sketches, diagrams, and dimensions necessary to allow them to be independently used by field engineers. All quantity calculations shall be independently checked and substantiated with independent calculations.

CONSULTANT shall prepare draft special provisions to supplement the Standard Specifications. The specifications will be based on the current Standard Specification version. The special provisions will include all environmental mitigation and permitting measures required for the project.

Deliverables: Ninety-five percent (95%) Roadway Plans (three [3] copies 24"x36" and .PDF), Estimate (.PDF and Excel spreadsheet), and Special Provisions (.PDF and Word)

Duration:

- The ninety-five percent (95%) Roadway Plans, Estimates, and Special Provisions will be submitted for COUNTY and Caltrans review within five (5) months after receiving NTP for Phase III work items and sixty-five percent (65%) plans comments.

Task 2.1.2 One Hundred Percent (100%) Plans, Specifications, and Estimates

CONSULTANT shall prepare one hundred percent (100%) plans, specifications and estimate based on the ninety-five percent (95%) submittal and review comments. CONSULTANT shall prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

CONSULTANT shall prepare cross sections for the project at fifty (50) foot intervals. Additional cross sections will be prepared at specific unique locations along the project, as needed. The cross sections will show existing and proposed grades, structural section, roadway improvements, cut/fill limits, and conform limits.

CONSULTANT shall complete an independent review of the final quantity take-offs by a registered California professional engineer completely independent from the designer. The quantity checker will prepare a complete set of quantity take-offs to verify the final quantities. When the independent check is complete, the checker and the designer will compare their results and resolve any differences.

All digital computer-aided design (CAD) files in appropriate COUNTY format will also be provided to the COUNTY.

Deliverables: One hundred percent (100%) Roadway Plans (five [5] copies 24"x36", .PDF and CAD), Estimate (.PDF and Excel spreadsheet), Special Provisions (.PDF and Word) and Response to Comments Matrix, Cross Sections.

Duration:

- **The one hundred percent (100%) Roadway Plans, Estimates, and Special Provisions, Responses to Comments, and Cross Sections will be submitted for COUNTY and Caltrans review within four (4) months after receiving ninety-five percent (95%) comments.**

Task 2.2 Final Engineering Reports

Task 2.2.1 Transportation Management Plan and Lane Closure Chart Request

The CONSULTANT shall respond to comments received from the COUNTY and Caltrans and prepare a Final TMP. The Final TMP will be signed and stamped by a Registered California Professional Engineer.

Deliverables: Final TMP

Duration:

- **The Final TMP will be submitted concurrent with the ninety-five percent (95%) Plans and Specifications.**

Task 2.2.2 Supplemental Documents

As requested from Caltrans Design Oversight, the CONSULTANT shall prepare the supplemental documents required by Caltrans to review and provide PS&E Certification for the project. These documents may include the following: Information Handout, Request for Right of Way (R/W) Certification Form, Request for Environmental Certification Form, Water Source Information Letter, and Draft Supplemental Work/State Furnished Material Eligibility Letter. If requested, the CONSULTANT shall also prepare a Certification of Project Cost Estimate.

Deliverables: Information Handout, Request for R/W Certification Form, Request for Environmental Certification Form, Water Source Information Letter, Draft Supplemental Work/Department Furnished Material Eligibility Letter.

Duration:

- **The Information Handout, Request for R/W Certification Form, Request for Environmental Certification Form, Water Source Information Letter, Draft Supplemental Work/Department Furnished and Material Eligibility Letter will be submitted to COUNTY and Caltrans review concurrent with the ninety-five percent (95%) Plans, Estimate and Specifications.**

Task 2.3 Specialty Engineering and Design Services

Task 2.3.1 Drainage and Stormwater Quality

The CONSULTANT shall review COUNTY-prepared Drainage Report documenting hydrologic and hydraulic analysis of the proposed improvements and design associated drainage improvements to capture and convey runoff from the project.

The CONSULTANT shall analyze and document the design of project stormwater quality treatment strategies in the Stormwater Data Report.

Deliverables: Comments Matrix of COUNTY-prepared Drainage Report (one [1] review assumed); Final Stormwater Data Report

Duration:

- **Review comments on the Drainage Report will be submitted for COUNTY review within two (2) weeks of receiving the Drainage Report.**

Task 2.3.2 Construction CPM Schedule

As part of the ninety-five percent (95%) submittal, the CONSULTANT shall prepare the Draft Construction CPM Schedule using MS Project showing critical path and method. The schedule shall determine impacts during construction, determine the number of working days, and assist in the development of the TMP. Following comments from the COUNTY and Caltrans, the CONSULTANT shall revise the CPM schedule and submit a Final Construction CPM schedule with the one hundred percent (100%) design package.

Deliverables: Final Construction CPM Schedule

Duration:

- **The Final Construction CPM Schedule will be submitted for COUNTY and Caltrans review concurrent with the one hundred percent (100%) Plans, Estimate, and Specifications.**

Task 2.3.3 Survey Review Submittal

The CONSULTANT shall attend up to one (1) meeting with the Caltrans District 3 Surveys Department to review and reconcile comments received on the draft survey review deliverables. The CONSULTANT shall respond to comments on the draft survey review package and provide revised deliverables reflective of the one hundred percent (100%) level design. CONSULTANT shall develop draft Slope Staking Note (SSN) listings and corresponding design cross-sections at twenty-five (25) foot intervals along all new or modified roadway alignments, detours, curb returns, and drainage systems to support field staking and construction.

The CONSULTANT shall revise the SSN listings and design cross-sections to address comments from Surveys and re-submit the Final SSN listings and design cross-section package.

Deliverables: Final Slope Staking Notes and Survey Deliverables Package

Duration:

- The final Slope Staking Notes and Survey Deliverables Package will be submitted concurrent with the one hundred percent (100%) Plans, Estimate, and Specifications.

OPTIONAL TASKS

TASK 1: TRAFFIC OPERATIONS

Task 1.1 Data Collection

The CONSULTANT shall collect weekday a.m. and p.m. peak three (3) hour period (6 a.m. to 9 a.m. and 3 p.m. to 6 p.m.) traffic volumes at the following intersections on two (2) mid-weekdays when schools are in session and weather conditions are clear. Two (2) days of counts is recommended in the event of a traffic incident or if significant variation between days occurs. The 3 p.m. to 4 p.m. window is recommended given the proximity of various schools (e.g., Ponderosa High School) to the interchange.

Intersections

- Ponderosa Road/North Shingle Road/Wild Chaparral Drive
- Ponderosa Road/United States Highway 50 (US 50) westbound Ramps
- Ponderosa Road/US 50 eastbound Ramps/Mother Lode Drive
- South Shingle Road/Durock Road
- South Shingle Road/Sunset Lane

The intersection counts will include truck, bicycle, and pedestrian volumes in fifteen (15) minute intervals. Maximum vehicle queues will be recorded in fifteen (15) minute intervals at the eastbound and westbound off-ramp intersections.

The freeway facilities in the following limits will be analyzed.

Freeways

- Eastbound US 50 from the Cameron Park Drive off-ramp to the Shingle Springs Drive on-ramp
- Westbound US 50 from Shingle Springs Drive off-ramp to the Cameron Park Drive on-ramp

These limits are consistent with Caltrans' requirements that freeway ramps at adjacent interchanges be studied. Mainline volumes will be obtained using available data (i.e., Performance Measurement System [PeMS] database). Ramp volumes at Cameron Park Drive and Shingle Springs Drive will be collected concurrently with the traffic counts at the study intersections described above.

The CONSULTANT shall compare the hourly traffic counts on Ponderosa Road, South Shingle Road, and Durock Road approaching/ departing the interchange against counts collected by the COUNTY's Department of Transportation (DOT) in 2017 through 2021. Note that the counts on Mother Lode Drive and North Shingle Road near the interchange are not shown on the COUNTY's traffic count database. The comparison will determine how travel volumes in 2023 compare with pre-COVID counts from 2017-2019. If volumes have decreased considerably, the CONSULTANT shall facilitate discussions as to whether adjustments to the 2023 counts are warranted.

The CONSULTANT shall obtain existing traffic signal timing plans for the four (4) signalized study intersections. A field visit will be performed to confirm signal timings, and coordination plans that are in operation.

The CONSULTANT shall conduct field observations at the study locations to confirm lane configurations, pedestrian and bicycle facilities, posted speeds, etc. and to observe a.m. and p.m. peak hour conditions.

The CONSULTANT shall obtain (from Caltrans) the collision history for the US 50 mainline between Cameron Park Drive and Shingle Springs Drive and on the ramps at the US 50/Ponderosa Road interchange for the five (5) year period from January 2018 through December 2022. The CONSULTANT shall obtain (from the Transportation Injury Mapping System [TIMS] database) the record of fatal or injury related collisions on local streets (Ponderosa Road, South Shingle Road, Mother Lode Drive, Durock Road, and North Shingle Road) near the interchange for the five (5) year period from January 2018 through December 2022. The data broadly includes three (3) years of pre-COVID travel conditions followed by two (2) years of COVID-related travel conditions. The data will be analyzed both in aggregate and in consideration of these two (2) time periods to understand differences in safety outcomes.

A technical memorandum will be prepared that documents the data collection, recommended existing traffic volumes, and traffic analysis methodology.

Deliverables: Technical Memorandum on Traffic Analysis Methodology

Duration:

- The Technical Memorandum on Traffic Analysis Methodology will be submitted for COUNTY and Caltrans review within one (1) month after receiving NTP on this item of work.
- Changes or updates to the Technical Memorandum (if needed) will be complete within two (2) weeks of receiving comments.

Task 1.2 Existing Conditions Analysis

The CONSULTANT proposes to use the Vissim microsimulation software to analyze intersection and freeway operations. This approach is consistent with previous traffic analysis studies performed for District 3 of Caltrans. This approach has the following advantages.

- Accounts for congested conditions and the interaction of queues from closely spaced intersections at the freeway interchange
- Accounts for surges in school-related traffic and imbalanced lane utilization
- Accurately models ramp meter operations, queuing effects on upstream intersections, and use of high occupancy vehicle (HOV) bypass lanes
- Provides a visualization of traffic operations for the project team and decision makers

Traffic operations at the study locations will be analyzed consistent with the methodology published in the *Highway Capacity Manual* (Transportation Research Board, 2022). The Vissim microsimulation model will be calibrated and validated to existing conditions using guidance from FHWA's *Traffic Analysis Toolbox Volume III*. At intersections, the a.m. and p.m. peak hour intersection delay, level of service (LOS), and queue lengths will be reported for each movement. For freeway mainline segments and merge/diverge points, the a.m. and p.m. peak hour average density and level of service will be reported. Maximum queue lengths at freeway off-ramps will be reported.

A technical memorandum will be prepared that documents the existing conditions model calibration and validation and existing conditions traffic performance.

Deliverables: Technical Memorandum of existing traffic conditions and performance.

Duration:

- The Technical Memorandum of existing traffic conditions and performance will be submitted for COUNTY and Caltrans review within two (2) months after receiving comments on the Technical Memorandum of Traffic Methodology.
- Changes or updates to the Technical Memorandum of existing traffic conditions (if needed) will be complete within two (2) weeks of receiving comments.

Task 1.3 Travel Demand Forecasts

The CONSULTANT recommends using the latest version of the COUNTY travel demand model to develop opening year and design year traffic forecasts at study facilities. Its base year model was calibrated to 2018 conditions and its future year model has a horizon year of 2040. Note that consideration was given to using Sacramento Area Council of Government's (SACOG's) SACSIM19 activity-based model. However, that model lacks traffic analysis zone detail in the area and would require time-intensive land use changes to reflect proposed, pending, and approved development in the interchange vicinity. Depending on the opening year chosen, it may be necessary to utilize a growth factor to increase the design year forecasts to a year beyond 2040. The CONSULTANT recently utilized this approach to develop Year 2048 forecasts for the I-80/Rocklin Road Interchange project approval and environmental document (PA&ED) project.

Travel Demand Model Refinement

The image below shows how the US 50/Ponderosa Road interchange is currently reflected in the COUNTY travel demand model. While major existing roadways such as Ponderosa Road, North Shingle Road, Mother Lode Drive, Durock Road, and South Shingle Road are included, secondary roadways such as Sunset Lane and Wild Chaparral Drive are not. While the model includes five (5) traffic analysis zones (TAZs) in the interchange vicinity, trips from these TAZs load onto multiple streets and directly into intersections, which is not desirable. To improve the quality of the traffic forecasts, the CONSULTANT shall conduct the following reviews, and if necessary, modify the model as follows:

- The attributes (i.e., number of lanes, free-flow speed, capacities, etc.) of roadways in the area will be reviewed and modified if necessary.
- Missing roadways such as Sunset Lane and Wild Chaparral Drive will be added.
- Land use types and quantities within TAZ near the interchange will be checked for reasonableness and modified if necessary (including potentially adding new TAZs).
- TAZ centroid connectors will be modified to more appropriately reflect how traffic enters/exits land uses represented by each zone.
- Future year model will be reviewed to confirm it contains appropriate planned roadway network improvements both on US 50 (including planned ramp meter installations) and on COUNTY roadways. Those improvements are described in the SACOG Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) 2020 Project List and the COUNTY Capital Improvement Program (CIP).

The traffic forecasts from the updated base year travel demand model will be compared against the existing volumes. It is important that the model's forecast of traffic at the interchange be close to current levels. Without this check, it is possible the model could significantly over- or under-estimate existing traffic, which could affect the accuracy of the opening day and design year forecasts due to the model assuming excess or insufficient reserve capacity at the interchange (to accommodate traffic growth).

Analysis Scenarios

The project's proposed improvements consist of three (3) phases. The first two (2) phases would consist of the realignment of North Shingle Road and Durock Road. The third phase would consist of the widening of South Shingle Road and the overcrossing. Concurrent with these phases would be ramp realignments and undergrounding of relocated utilities. It is anticipated that the frontage road realignment would occur first, followed by the overcrossing and South Shingle Road widening at a later date. This phasing is referred to as Phase 1 and Phase 2 below. Note: There is no reference to any alternatives analysis. Hence, only a single build alternative will be modeled.

Based on the proposed phasing of improvements, the following scenarios are recommended for analysis:

- Opening Year No Build conditions
- Opening Year with Build Alternative (Phase 1 only)
- Interim Year with Build Alternative (Phase 1 only)
- Design Year No Build conditions
- Design Year with Build Alternative (Phase 1 only)
- Design Year with Build Alternative (Phases 1 and 2)

Since full interchange reconstruction is not proposed for an Opening Year condition, it does not appear necessary to study an Opening Year with Phases 1 and 2 scenarios.

The Interim Year scenario would enable better understanding of the impacts of the overcrossing and when it should be constructed (perhaps through an iterative process that examines year-and-year projected traffic growth). It could evaluate whether Phase 1 would have a ten (10) year life in terms of operational effectiveness.

The Design Year with Build Alternative (Phase 1 only) scenario would only be necessary if it is determined that overcrossing widening can be deferred for a substantial period. It is possible that this scenario may not be necessary.

Traffic Forecasts

The CONSULTANT shall utilize the difference method forecasting procedure to develop separate sets of design year forecasts for the no build alternative and build alternative. The future year travel demand model will be run without and with the build alternative in place to determine whether the interchange improvements result in increased travel through the interchange when compared to the no build alternative. A.M. and p.m. peak hour traffic forecasts will be prepared for the study intersections and freeway segments in the study area. Daily forecasts will be prepared (as inputs for other forms of environmental review) for roadway segments on the US 50 mainline, Ponderosa Road on/off ramps, Ponderosa Road, and South Shingle Road.

The Opening Year forecasts will be developed by applying linear interpolation between the existing and design year forecasts for the no build and build alternatives. The Interim Year forecasts will be developed by applying linear interpolation between the opening year design year forecasts.

For all scenarios, a.m. and p.m. peak hour traffic forecasts will be prepared for the study intersections and freeway segments. Daily forecasts will be prepared (as inputs for other forms of environmental review) for roadway segments on the US 50 mainline, Ponderosa Road on/off ramps, Ponderosa Road, and South Shingle Road.

From the travel demand model, the CONSULTANT shall prepare vehicle miles of travel (VMT) estimates for the no build and build alternatives. VMT will also be reported by five (5) mph speed bins for use in the air quality analysis. The effect of induced travel on the traffic forecasts will be discussed. To the extent the project causes a net increase in VMT, mitigation measures will be recommended to offset that increase from the *Handbook for Analyzing Greenhouse Gas Emission*

Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (California Air Pollution Control Officers Association, 2021) and other sources. Measures may include bicycle, pedestrian, and/or transit system enhancements that decrease VMT. The net change in VMT with any recommended mitigation measures in place will be quantified.

A technical memorandum will be prepared to document the traffic forecast methodology and the resulting traffic forecasts.

Deliverables: Technical Memorandum to document the traffic forecast methodology and the resulting traffic forecasts.

Duration:

- The Technical Memorandum of existing traffic conditions and performance will be submitted for COUNTY and Caltrans review within two (2) months after receiving comments on the Technical Memorandum of existing traffic conditions.
- Changes or updates to the Technical Memorandum of traffic forecast methodology (if needed) will be complete within two (2) weeks of receiving comments.

Task 1.4 Future Conditions Analysis

Intersection Control Evaluation

The CONSULTANT shall evaluate traffic control options for the four (4) study intersections in the Build Alternative. For the Step One (1) screening analysis, the likely control options are traffic signal and roundabout. As a part of this step the peak hour traffic signal warrant will be evaluated for the planned intersection at South Shingle Road/Durock Road/Sunset Lane. For Step Two (2), traffic operations will be evaluated using Synchro for the traffic signal option and Sidra for the roundabout option. In addition to traffic operations, the CONSULTANT shall compare the proposed traffic control options in terms of transportation safety, right-of-way impacts, bicycle and pedestrian effects, and other considerations.

A technical memorandum will be prepared that documents the intersection control evaluation. The results of the intersection control evaluation will be used to determine the intersection control for the Build Alternative analyzed in the traffic operations analysis.

Traffic Operations Analysis

The CONSULTANT shall analyze intersection and freeway operations for the a.m. and p.m. peak hours for the Opening Year, Interim Year, and Design Year scenarios described above. This analysis will be performed using a modified version of the Vissim model developed in Task 2, which reflects the specific improvements planned at the interchange (as well as any planned improvements on US 50 within the model extents). For each scenario, a.m. and p.m. peak hour intersection delay, LOS, and queue length by movement will be reported. Similarly, the a.m. and p.m. peak hour freeway density, LOS, and corridor travel time will be reported.

The CONSULTANT shall build into the Vissim model the freeway ramp meters proposed as part of the build alternative, or otherwise planned for construction. Storage required for ramp meters at the US 50/Ponderosa Road interchange will be calculated using the *Ramp Meter Design Manual* (Caltrans, 2016). Coordination with Caltrans staff will occur to ensure that appropriate ramp meter rates are used in the analysis.

In addition to the traffic operations analysis, the CONSULTANT shall conduct a safety assessment of the build alternative and discuss the impact to pedestrian, bicycle, transit, and freight systems. The CONSULTANT shall prepare the traffic index calculations for pavement design at the US 50/Ponderosa Road interchange.

Deliverables: Technical Memorandum of intersection control of Build Alternative and traffic index calculations.

Duration:

- The Technical Memorandum of intersection control of Build Alternative and the traffic index (TI) calculations will be submitted for COUNTY and Caltrans review within one (1) month after receiving comments on the Technical Memorandum of traffic methodology.
- Changes or updates to the Technical Memorandum of intersection control and/or TI calculations (if needed) will be complete within two (2) weeks of receiving comments.

Task 1.5 Documentation and Meetings

The CONSULTANT shall prepare a draft Transportation Analysis Report (Traffic Operations Study) that documents the data collection, existing conditions analysis, travel demand forecasts, and traffic operations analysis results for all scenarios. The report will provide tables that summarize the analysis findings and figures to show traffic volumes. Up to twelve (12) hours of professional staff time will be budgeted to respond to comments on the draft report. The CONSULTANT shall respond to one (1) set of comments and prepare a final Transportation Analysis Report that incorporates the responses to comments.

The CONSULTANT shall attend up to six (6) in-person or online project meetings during this study. If additional time meetings are required or time is needed to respond to the comments, the CONSULTANT shall submit a supplemental scope of work.

Deliverables: Draft and Final Transportation Analysis Report (or Transportation Operations Study)

Duration:

- The Draft Transportation Analysis Report will be submitted for COUNTY and Caltrans review within one (1) month after completion of the Technical Memorandum of intersection control of the Build Alternative and TI calculations.
- The Final Transportation Analysis Report will be submitted for COUNTY and Caltrans review within two (2) weeks after receiving comments on the Draft Transportation Analysis Report.

TASK 2: DRAINAGE REPORT

Task 2.1 Phase I Drainage Report

The CONSULTANT shall review the drainage and water quality considerations noted in the PSR/PR including discussions of drainage improvements and stormwater quality treatment. The CONSULTANT shall review the existing on and off-site drainage patterns of the project area noting major flow paths and patterns. Record drawings of the existing systems will be reviewed along with survey data to understand flow patterns and existing drainage systems.

The preliminary roadway geometric design will be reviewed, and preliminary drainage layouts prepared showing major drainage systems. Stormwater quality treatment strategies will also be reviewed respective of space available, site conditions, soil types, and project geometrics. Emphasis will be placed on using easy to maintain stormwater quality treatment that will be easy to maintain and cost-effective.

As District 3 drainage design requirements are stricter than the requirements of the Caltrans Highway Design manual, meeting with Caltrans hydraulics to set the project requirements will be key. The design requirements will be documented in a Drainage Basis of Design Memorandum.

Deliverables: Drainage Basis of Design Memorandum, Preliminary Drainage Layouts

Duration:

- **The Drainage Basis of Design Memorandum and Preliminary Drainage Layouts will be submitted for COUNTY and Caltrans review within one (1) month after meeting with Caltrans hydraulics and COUNTY.**

Task 2.2 Phase II Drainage Report

The CONSULTANT shall perform hydrologic and hydraulic analysis of the proposed improvements and design associated drainage improvements to capture and convey runoff from the project. Drainage improvements will be dependent on roadway geometrics, topography, and existing infrastructure. Increases in peak flow rates will be mitigated so post-project runoff does not exceed pre-project runoff. The drainage design will be documented in a Draft Drainage Report.

Deliverables: Draft Drainage Report

Duration:

- **The Draft Drainage Report will be submitted for COUNTY and Caltrans review within two (2) months after completing the Drainage Basis of Design Memorandum, preliminary roadway geometric design, and site surveying.**

Task 2.3 Phase III Drainage Report

The CONSULTANT shall respond to COUNTY/Caltrans comments on the Draft Drainage Report and incorporate updates to the project design into the Final Drainage Report.

Deliverables: Final Drainage Report

Duration:

- **The Final Drainage Report will be submitted for COUNTY and Caltrans review within one (1) month after receiving COUNTY and Caltrans comments on the Draft Drainage Report.**

Dokken Engineering Exhibit B Rate Schedule

Professional and supporting staff services will be billed at or below the following maximum hourly billing rates:

LABOR CATEGORY	DIRECT HOURLY RATE RANGE*	OVERHEAD PERCENTAGE: 167.87%	PROFIT PERCENTAGE: 10%	FULLY BURDENED HOURLY RATE RANGE
Project Manager	\$100.00 - \$150.00	\$167.87 - \$251.81	\$26.79 - \$40.18	\$294.66 - \$441.99
Structures Project Engineer	\$70.00 - \$100.00	\$117.51 - \$167.87	\$18.75 - \$26.79	\$206.26 - \$294.66
Roadway Project Engineer	\$70.00 - \$100.00	\$117.51 - \$167.87	\$18.75 - \$26.79	\$206.26 - \$294.66
Environmental Lead	\$47.00 - \$67.00	\$78.90 - \$112.47	\$12.59 - \$17.95	\$138.49 - \$197.42
Senior Engineer 2	\$70.00 - \$100.00	\$117.51 - \$167.87	\$18.75 - \$26.79	\$206.26 - \$294.66
Senior Engineer 1	\$60.00 - \$90.00	\$100.72 - \$151.08	\$16.07 - \$24.11	\$176.79 - \$265.19
Associate Engineer 2	\$55.00 - \$65.00	\$92.33 - \$109.12	\$14.73 - \$17.41	\$162.06 - \$191.53
Associate Engineer 1	\$48.00 - \$58.00	\$80.58 - \$97.36	\$12.86 - \$15.54	\$141.44 - \$170.90
Assistant Engineer 2	\$40.00 - \$50.00	\$67.15 - \$83.94	\$10.72 - \$13.39	\$117.87 - \$147.33
Assistant Engineer 1	\$35.00 - \$45.00	\$58.75 - \$75.54	\$9.38 - \$12.05	\$103.13 - \$132.59
Senior CAD	\$60.00 - \$80.00	\$100.72 - \$134.30	\$16.07 - \$21.43	\$176.79 - \$235.73
CAD/Detailer	\$33.00 - \$63.00	\$55.40 - \$105.76	\$8.84 - \$16.88	\$97.24 - \$185.64
Engineering Technician	\$18.00 - \$38.00	\$30.22 - \$63.79	\$4.82 - \$10.18	\$53.04 - \$111.97
Principal Planner	\$70.00 - \$100.00	\$117.51 - \$167.87	\$18.75 - \$26.79	\$206.26 - \$294.66
Environmental Manager	\$70.00 - \$100.00	\$117.51 - \$167.87	\$18.75 - \$26.79	\$206.26 - \$294.66
Senior Environmental Planner	\$47.00 - \$67.00	\$78.90 - \$112.47	\$12.59 - \$17.95	\$138.49 - \$197.42
Associate Environmental Planner	\$39.00 - \$49.00	\$65.47 - \$82.26	\$10.45 - \$13.13	\$114.92 - \$144.39
Environmental Planner	\$31.00 - \$41.00	\$52.04 - \$68.83	\$8.30 - \$10.98	\$91.34 - \$120.81
Right of Way Manager	\$55.00 - \$75.00	\$92.33 - \$125.90	\$14.73 - \$20.09	\$162.06 - \$220.99
Senior Right of Way Agent	\$40.00 - \$60.00	\$67.15 - \$100.72	\$10.72 - \$16.07	\$117.87 - \$176.79
Right of Way Agent	\$31.00 - \$41.00	\$52.04 - \$68.83	\$8.30 - \$10.98	\$91.34 - \$120.81
Right of Way Assistant	\$16.00 - \$26.00	\$26.86 - \$43.65	\$4.29 - \$6.97	\$47.15 - \$76.62

*Employees will be billed at their actual pay rates within the specified ranges above. When actual rates or classifications change, employees will be billed at their updated rate and classification.

REIMBURSABLE EXPENSES: Ordinary supplies and equipment are included in the above hourly rates. The following are considered items of special charge and their cost will be added at the following rates:

• Supplemental Historic Property Survey Report	Actual Cost
• Outside Reproduction	Actual Cost
• Permit Fees / Public Notice Advertisements	Actual Cost
• Postage for Public Advertisements	Actual Cost
• Record Search Fees / EDR Reports	Actual Cost
• Room and Equipment Rentals	Actual Cost
• Traffic Control / Utility Potholing	Actual Cost
• Title Reports / Appraisals / Appraisal Reviews	Actual Cost

Dokken Engineering

Exhibit C

Cost Proposal

Phase I: National Environmental Policy Act (NEPA) Clearance and thirty percent (30%) Design

	Description		Cost
Phase I, Task 1	Project Management Services (Work Breakdown Structure [WBS]: Planning	\$	132,056.44
Phase I, Task 2	Environmental Document Update	\$	111,560.09
Phase I, Task 3	Project Planning and Preliminary Design Services	\$	209,262.45
Consultant Subtotal:			\$ 452,878.98

Phase II: Sixty- five percent (65%) Design

Phase II, Task 1	Project Management Services	\$	59,582.59
Phase II, Task 2	Project Design Services	\$	851,576.41
Phase II, Task 3	Utility Coordination Services	\$	9,929.94
Consultant Subtotal			\$ 921,088.94

Phase III: Ninety- five percent (95%) and one hundred percent (100%) Design

Phase III, Task 1	Project Management Services	\$	102,988.51
Phase III, Task 2	Project Design Services	\$	1,147,912.95
Consultant Subtotal			\$ 1,250,901.46

Optional Tasks

Task 1	Traffic Operations	19,930.60
Task 2	Drainage Report	0.00

Consultant Subtotal \$ 19,930.60

CONSULTANT – Other Direct Costs \$ 800.00

CONSULTANT TOTAL \$ 2,645,599.98

Subconsultants:**360PSM**

Phase I, Task 1.5	Project Management Services	\$ 28,525.75
Phase II, Task 1.5	Project Management Services	\$ 12,836.59
Phase III, Task 1.5	Project Management Services	\$ 22,535.34
Phase III, Task 2	Project Design Services	\$ 100,410.64
	Other Direct Costs	\$ 0.00

360PSM Subtotal: \$ 164,308.32

Bennett Engineering Services, Inc.

Phase I, Task 3	Project Planning and Preliminary Design	\$ 13,501.08
Phase II, Task 2	Project Design Services	24,791.68
Phase III, Task 2	Project Design Services	18,755.81
Optional Task	Drainage Report	86,398.82
	Other Direct Costs	\$ 0.00

Bennett Engineering Subtotal: \$ 143,447.39

Fehr & Peers

Phase I, Task 3	Project Planning and Preliminary Design	\$ 49,942.08
	Other Direct Costs	\$ 57.92
Optional Task	Traffic Operations	\$ 85,449.20
	Other Direct Costs	\$ 7,692.80

Fehr & Peers Subtotal: \$ 143,142.00

Geocon Consultants, Inc.

Phase I, Task 2	Environmental Document Update	\$ 11,129.83
Phase I, Task 3	Project Planning and Preliminary Design	\$ 24,523.36
Phase II, Task 2	Project Design Services	\$ 47,600.46
	Other Direct Costs	\$ 81,045.00

Geocon Consultants Subtotal:		\$	164,298.65
Reddy Engineering			
Phase II, Task 2	Project Design Services	\$	42,574.38
Phase III, Task 2	Project Design Services	\$	29,940.43
	Other Direct Costs	\$	1,292.50
Reddy Engineering Subtotal:		\$	73,807.31
SUBCONSULTANT TOTAL:		\$	689,003.67
TOTAL CONTRACT NOT TO EXCEED:		\$	3,334,603.65

All expenses and their distribution among Tasks and items of work are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this cost proposal, CONSULTANT may request to reallocate the expenses listed herein among the various Scope of Work tasks and items of work, subconsultant's tasks, and other direct costs, identified herein, subject to COUNTY Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement, be exceeded.

Dokken Engineering

Exhibit D

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the CONSULTANT's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

____ YES X NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

____ YES X NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

August 29, 2023
Date

Dokken Engineering
Type or write name of company

John A. Klemunes Jr.
Signature of authorized individual

JOHN A Klemunes JR
Type or write name of authorized individual

Dokken Engineering

Exhibit E

INTEREST OF CONSULTANT DISCLOSURE STATEMENT

Disclosure of Conflicts

In accordance with ARTICLE XIII, Conflict of Interest, in the space provided below, and on supplemental sheets as necessary, (a) CONSULTANT shall disclose any financial, business or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project; and (b) CONSULTANT shall disclose current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project.

Nothing to disclose

Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Interest of Consultant Disclosure Statement other than as disclosed above.

John A. Klemunas JK

Signature

John A Klemunas JK

Name

President

Title

Dokken Engineering, Inc

Company Name

9/29/2023

Date

Dokken Engineering

Exhibit F

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____		
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure		
Signature: <u>John A. Klemm Jr.</u> Print Name: <u>JOHN A Klemm JR</u> Title: <u>President</u> Telephone No.: <u>916 858 0642</u> Date: <u>9/29/23</u> Authorized for Local Reproduction Standard Form - LLL.		
Federal Use Only:		

Standard Form LLL Rev 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

IRAN CONTRACTING ACT VERIFICATION FORM

DGS PD 3 (Rev. 12/19)

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:


[Department of General Services Procurement Division Iran Contracting Act List](http://www.documents.dgs.ca.gov/PD/poliproc/Iran%20Contracting%20Act%20List.pdf)

(<http://www.documents.dgs.ca.gov/PD/poliproc/Iran%20Contracting%20Act%20List.pdf>)

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)
Dokken Engineering, Inc	68-0099664
By (Authorized Signature)	Date
	9/29/2023
Printed Name and Title of Person Signing	
JOHN A Klemunes, JR President	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: County of El Dorado 2. Contract DBE Goal: 11%
3. Project Description: US 50/ Ponderosa Road Interchange Improvements
4. Project Location: Shingle Springs, CA
5. Consultant's Name: Dokken Engineering 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Surveying and Mapping; Engineering	41342	UNICO Engineering / Cesar Montes de Oca 110 Blue Ravine Rd #101, Folsom, CA 95630 (916) 900-6623 cesar@unicoengineering.com	4.98%
Quality Control; Technical Specifications	45909	360PSM / Catalina Ferreto 18110 Stonehaven Drive, Salinas, CA 93908 (831) 500-1263 catalina@360psm.com	4.24%
Utility Services	34267	Bess Testlab / Martha Bohorquez 2463 Tripaldi Way, Hayward, CA 94545 (408) 988-0101 martha@bessitestlab.com	1.40%
Landscape Architecture; Erosion Control	46418	Reddy Engineering Services / Vinay Reddy 3160 Camino Del Rio South #103, San Diego CA 92108 (510) 409-2640 vinay.reddy27@gmail.com	1.92%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	12.54 %
17. Local Agency Contract Number: _____			
18. Federal-Aid Project Number: <u>5925(180)</u>		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
19. Proposed Contract Execution Date: _____			
20. Consultant's Ranking after Evaluation: <u>1</u>			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
<u>Jennifer Rimoldi</u> 7/5/2023	22. Date	<u>John A. Klemunes, Jr.</u> January 17, 2023	13. Date
21. Local Agency Representative's Signature	22. Date	12. Preparer's Signature	13. Date
Jen Rimoldi 530-621-7592	24. Phone	John A. Klemunes, Jr, PE	(916) 858-0642
23. Local Agency Representative's Name	24. Phone	14. Preparer's Name	15. Phone
Office Engineer/DBELO		President; Project Manager	
25. Local Agency Representative's Title		16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 854-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of El Dorado 2. Contract DBE Goal: 11%
 3. Project Description: US 50/ Ponderosa Road Interchange Improvements
 4. Project Location: Shingle Springs, CA
 5. Consultant's Name: Dokken Engineering 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$3,334,603.65
 8. Total Dollar Amount for **ALL** Subconsultants: \$689,003.67 9. Total Number of **ALL** Subconsultants: 5

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Quality Control; Technical Specifications	45909	360PSM / Catalina Ferreto 18110 Stonehaven Drive, Salinas, CA 93908 (831) 500-1263. catalina@360psm.com	\$164,308.32 (4.93 %)
Landscape Architecture; Erosion Control	46418	Reddy Engineering Services / Vinay Reddy 3160 Camino Del Rio South #103, San Diego CA 92108, (510) 409-2640, vinay.reddy27@gmail.com	\$73,807.30 (2.21 %)
Drilling	48508	Hammerhead Drilling, LLC / Rafael Gallardo 304 Belle Ct, El Dorado Hills, CA 95762 707-332-0966, hammerheaddrilling@gmail.com	\$17,500.00 (0.52 %)
Drainage & Stormwater Quality	43459	Bennett Engineering / Leo Rubio 1082 Sunrise Avenue, Suite 100, Roseville, CA 95661. 916-783-4100. lrubio@ben-en.com	\$143,447.39 (4.30%)
Local Agency to Complete this Section			\$399,063.01
20. Local Agency Contract Number		14. TOTAL CLAIMED DBE PARTICIPATION	11.97 %
21. Federal-Aid Project Number	5925(180)		
22. Contract Execution Date			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
23. Local Agency Representative's Signature	24. Date	16. Preparer's Signature	16. Date
Jennifer Rimoldi	(530) 621-7592	John A. Klemunes, Jr.	6/19/2023
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name	18. Phone
Office Engineer		President	916-858-0642
27. Local Agency Representative's Title		19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3890 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

